

Market Analysis

The market analysis must specifically relate market conditions to the property under investigation. It must show how the interaction of supply and demand affects the value of the subject property. The appraiser has reviewed demographic and historical sales information from 2006 through 2011 for this analysis. The following is a brief recapitulation.

Single-Family Residential - Demand Analysis

For the single-family residential demand analysis, demographic data was analyzed for the state, county, and municipality. The 2010 Census and a web-based program, STDB (Site to do Business) online, were utilized for the demographic data. Due to the anticipated increase of population within the township, the need for housing units within the township is anticipated to increase approximately 1% per year, while an increase from 2000 to 2010 was approximately 1.20% per year. Based upon the population estimates, it is anticipated that 830 additional units will be needed by year 2015. Given the present pace of the economy and the township's new housing permits over the last couple years, it appears that the township will not be able to fill the anticipated increase with new housing units.

Supply Analysis

Based upon the 2010 Census, there are currently 17,464 housing units within Washington Township. The single-family residential market had been experiencing high demand, which was exacerbated by rapid appreciation, a lack of supply of newer housing, and low interest rates. More recently the demand has shown a cooling off as the financial markets are tumbling and supply of housing increases. Based upon the available building permit data for Washington Township between 2000 and 2007, the number of single-family building permits had ranged from 4 units to 296 units, with the last couple years showing a sharp decline (it is noted that the permit data does not appear to be accurately reported). This is mainly attributable to the lack of available larger tracts of land to be developed.

There have been a couple of small housing projects that have been or are being developed. One is located off of Johnson Road in the eastern portion of the Township and another is off of Hurffville-Grenloch Road in the western portion of town. Each generally offers a single court of a handful of homes that were approved several years ago and have recently been built out.

Most developers have expanded their search for vacant land into the neighboring communities of Monroe Township, Franklin Township, East Greenwich, and Harrison Township for the larger tracts. Within Washington Township, some smaller tracts of land are yielding smaller scale residential development, but large-scale development has moved into other areas of Gloucester County.

To exhibit current market conditions, an analysis of Gloucester County and Washington Township MLS data was completed. Homes within a sales price range of \$150,000 to \$800,000 were researched to determine what changes in the market have occurred in the past five years.

The following chart exhibits the MLS analysis from the past five years for existing homes. As shown, the number of units listed has declined significantly since 2006 for both the County and Township, while days on the market have increased. Pricing in each has declined, with the

County appearing to be more susceptible to the decline. The average sales prices for homes in the \$150,000 to \$800,000 range have decreased approximately 6% since 2007 within the Township, while the County has experienced an approximate 8% decline over the same period. More recent data demonstrates that the Township and County continued a decline from 2009 and 2010 by approximately 1% to 2%, while the data as of May 2012 indicates a slight increase in sales prices for the Township and continued decline for the County.

Gloucester County Existing Home Sales Analysis											
Time Frame	# of Units Listed	% Change	Average List Price	% Change	# of Units Sold	% Change	Average SP	% Change	SP as % of List Price	Days on Mkt	% Change
1/2006-12/2006	6,342	N/A	\$ 287,973	N/A	3,170	N/A	\$ 259,180	N/A	90%	63	N/A
1/2007-12/2007	6,442	1.58%	\$ 289,755	0.62%	2,814	-11.23%	\$ 260,613	0.55%	90%	77	22.22%
1/2008-12/2008	5,606	-12.98%	\$ 280,032	-3.36%	2,101	-25.34%	\$ 253,703	-2.65%	91%	95	23.38%
1/2009-12/2009	4,570	-18.48%	\$ 267,330	-4.54%	1,859	-11.52%	\$ 244,639	-3.57%	92%	105	10.53%
1/2010-12/2010	4,265	-6.67%	\$ 258,676	-3.24%	1,560	-16.08%	\$ 244,524	-0.05%	95%	104	-0.95%
1/2011-12/2011	3,547	-16.83%	\$ 254,172	-1.74%	1,454	-6.79%	\$ 244,207	-0.13%	96%	126	21.15%
1/2012-5/2012	1,571	-55.71%	\$ 255,070	0.35%	584	-59.83%	\$ 239,011	-2.13%	94%	122	-3.17%
Washington Township Existing Home Sales Analysis											
Time Frame	# of Units Listed	% Change	Average List Price	% Change	# of Units Sold	% Change	Average SP	% Change	SP as % of List Price	Days on Mkt	% Change
1/2006-12/2006	1,223	N/A	\$ 295,046	N/A	490	N/A	\$ 269,889	N/A	91%	60	N/A
1/2007-12/2007	1,070	-12.51%	\$ 292,458	-0.88%	545	11.22%	\$ 269,256	-0.23%	92%	74	23.33%
1/2008-12/2008	917	-14.30%	\$ 279,333	-4.49%	361	-33.76%	\$ 250,240	-7.06%	90%	86	16.22%
1/2009-12/2009	792	-13.63%	\$ 282,351	1.08%	344	-4.71%	\$ 254,184	1.58%	90%	98	13.95%
1/2010-12/2010	724	-8.59%	\$ 265,593	-5.94%	243	-29.36%	\$ 256,460	0.90%	97%	100	2.04%
1/2011-12/2011	575	-20.58%	\$ 256,555	-3.40%	247	1.65%	\$ 243,914	-4.89%	95%	119	19.00%
1/2012-5/2012	296	-48.52%	\$ 259,949	1.32%	93	-62.35%	\$ 251,872	3.26%	97%	138	15.97%
* Statistics taken from Trend MLS for existing residences in the price range of \$150,000 to \$800,000											
Average Home Sale Price Analysis											
Overall Change			List Price		Sale Price						
			County	Township	County	Township					
Change from 2007 to present			-11.97%	-11.12%	-8.29%	-6.46%					
Change from 2008 to present			-8.91%	-6.94%	-5.79%	0.65%					
Change from 2009 to present			-4.59%	-7.93%	-2.30%	-0.91%					
Change from 2010 to present			-1.39%	-2.13%	-2.25%	-1.79%					
Change from 2011 to present			0.35%	1.32%	-2.13%	3.26%					

In conclusion, the market analysis indicates that demand for building lots and/or single-family residences continue and there are projected increases in population over the next couple of years with limited additional supply coming on line within the township. Stability in sales prices is anticipated as Washington Township is a strong and desirable community within the county.

Land Use Controls (Zoning)

The subject property currently lies within the PR-1, Planned Residential District of Washington Township. Permitted uses within the district include all permitted uses in the A Residence district, which include single-family dwellings, municipal tower, water storage tank, pumping station, sewage lift station, model homes or sales offices, senior citizens housing, and flag-shaped lots and neighborhood commercial facilities as permitted in the NC Commercial district.

Conditional uses include all conditional uses within the A District, which include agricultural, church, and professional office (along certain highly traveled roadways). Egg Harbor Road is

specifically mentioned as a highly traveled roadway within the ordinance for a professional office use.

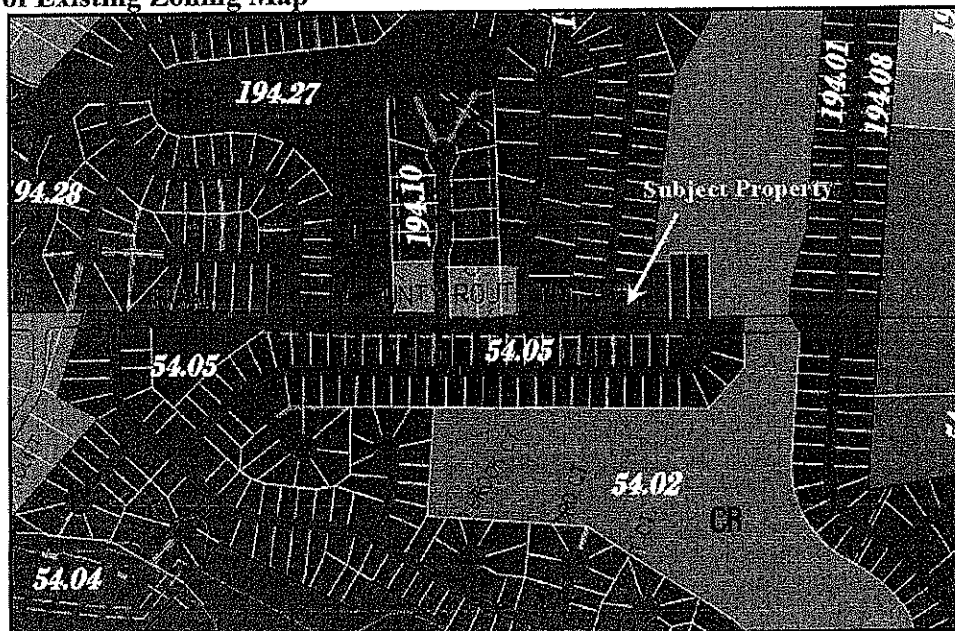
The following chart provides a summary of the zoning requirements based on the municipality's schedule of yard, area and building requirements:

PR-1, Planned Residential District Zoning Requirements		
		Cluster Option
Minimum Lot Size	23,000 SF*	10,500 SF
Maximum Density	1.60 units/acre	1.60 units/acre
Minimum Lot Width	100'	80'
Minimum Lot Depth	200'	125'
Maximum Lot Coverage	20%	25%
Minimum Front Yard Setback	50'	30'
Minimum Side Yard Setback	15' (each side)	10'
Minimum Rear Yard Setback	35'	30'
Maximum Building Height	35'	35'

*Agriculture use requires a minimum lot size of 5.50 acres.

The subject's current use as improved is a permitted and conforming use under the cluster option. In this zoning district, professional office uses are permitted as a conditional use under the requirements for the A District

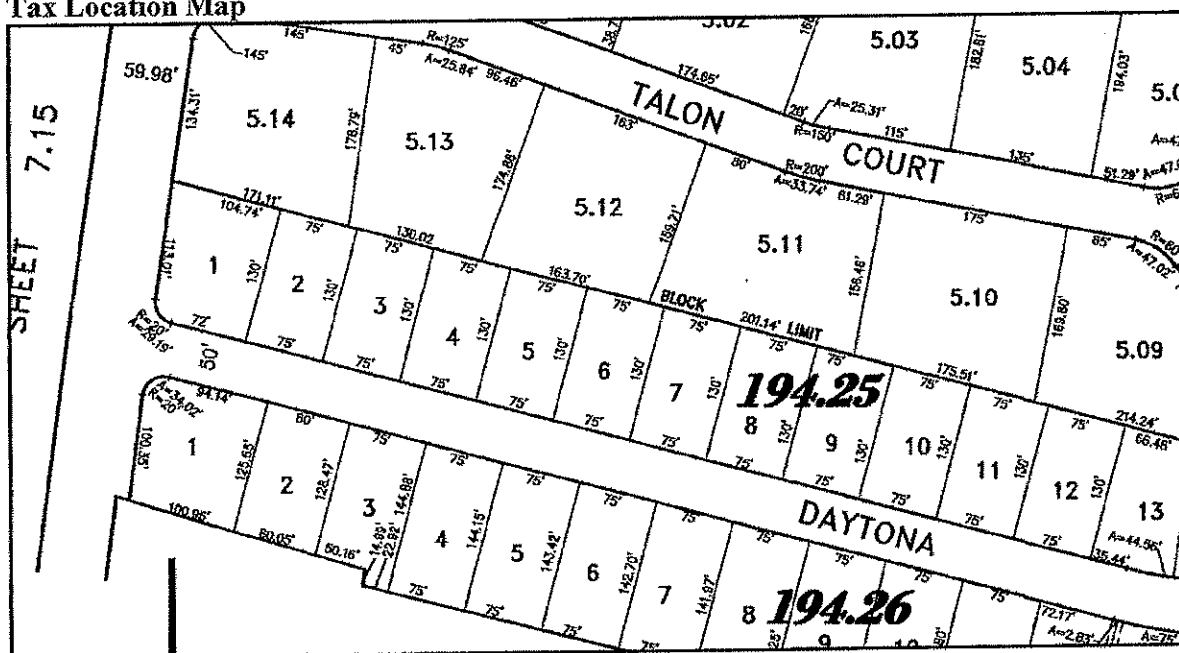
Portion of Existing Zoning Map



Site Description

Assessor's Tax ID:	Block 194.26, Lot 1
Address:	2 Daytona Avenue Washington Township Gloucester County, NJ
Land Area:	0.31 acres (13,286 SF)
Frontage:	134.48' Egg Harbor Road (County Route 630) 94.14' Daytona Avenue 228.62' (738' per acre)
Depth:	Ranges from 100' from Egg Harbor Road to 126' from Daytona Avenue
Shape of Tract:	Moderately rectangular
Topography:	Mostly level and cleared.
Access:	Access is available via a curb cut along Daytona Avenue providing ingress and egress.
Corner Influence:	Yes, non-signal controlled
Easements:	None noted.
Encroachments:	None noted from site visit
Site Lighting:	None
Walks and Landscaping:	There are sidewalks along Daytona Avenue only. Landscaping is rather typical for a residential use, although along the Egg Harbor Road frontage there is a row of shrubs that were recently installed to create a buffer from the roadway to the driveway/parking lot and some other landscaping at the corner.
Utilities to Site:	Sewer Public sewer Water Public water Electric: Public Telephone: Provided by Verizon
Wetlands:	As per the wetland delineation provided by the Gloucester County GIS web based program and the parcel map, the subject is not encumbered by any wetlands.
Flood Zone:	According to FEMA Flood Map 34015C0114E with an effective date of January 20, 2010, the subject is located outside an area of annual flooding.
Site Improvements:	Concrete driveway/parking area, landscaping, detached garage, business sign, and deck.

Tax Location Map



Aerial Map of Subject



Improvements Description

The subject is improved with a 3,124 SF single family dwelling offering a home office and detached garage. It was originally constructed in 1977 that appeared to be in average overall condition. Since the taking will not impact the subject as improved as a single family residence and there are no anticipated damages to the remainder, it was not necessary to value the improvements. Therefore, the improvements will not be discussed in detail.

Occupancy & Use

The subject is occupied by an immediate family member as a single family residence, while the office is owner occupied operating as an accounting office.

Section 4: Highest & Best Use Analysis - Before the Taking

The highest and best use of both the site as though vacant and the property as improved must meet the following four criteria:

- ◆ Legally Permissible
- ◆ Physically Possible
- ◆ Financially Feasible
- ◆ Maximally Productive

Highest and Best Use "As if Vacant"

Legally Permissible addresses the legal use of the property given applicable zoning regulations and local ordinances/codes along with any other applicable legal restrictions. The use must be probable, not speculative or conjectural.

Legal restrictions affecting the property include the local municipal land use ordinance of Washington Township along with all other county and state regulations. The subject is located in the PR-1, Planned Residential zoning district.

Permitted uses within the PR-1, Planned Residential zoning district include all uses permitted in the A Residence district which are single-family dwellings, municipal tower, water storage tank, pumping station, sewage lift station, model homes or sales offices, senior citizen housing, flag-shaped lots, and neighborhood retail commercial facilities as permitted in the NC, Neighborhood Commercial district. Conditional uses include all conditional uses within the A District, which include agricultural, church, and professional office (along certain highly traveled roadways). The district requirements require a minimum lot size of 23,000 SF or 10,500 SF under the cluster option for residential development.

Overall, the subject appears to meet the minimum requirements as outlined for development under the cluster option.

Physically Possible addresses the possible use of the property given the physical aspects of the site itself. Size, shape, topography, and soils of the site affect the uses to which it can be developed.

The subject offers 13,286 SF (0.31) acres of land area that is mostly level and cleared with a moderately rectangular shape. It is within a local development with adequate access to the areas roadway network. The soil characteristics and land capabilities throughout most of the tract appear to be conducive to many of the permitted and conditional uses.

Overall, the property appears to be best suited residential development.

Financially Feasible addresses which of the legally permissible and physically possible uses are capable of producing an income, or return, equal to or greater than the amount needed to satisfy operating expenses, financial obligations and capital amortization. Those uses that are capable of producing a positive return are considered to be financially feasible. However, in order to receive serious consideration as a highest and best use, there must be a reasonable expectation that the use will provide a sufficient return (*or yield*) to attract investment capital.

In terms of market demand, the subject is located within a community that experienced tremendous growth of single family housing in the late 1990's and early 2000's with limited development since due to limited sites available. The subject offers an average location within an area that offers a mix of uses including residential, professional office, retail, and recreational.

The site offers average physical characteristics for development of a single family dwelling, which is considered financially feasible.

Maximally Productive addresses the one use that is capable of providing the highest return to the property.

Development of the site with a residential use is considered probable due to the subject's location within a desirable community that is generally built-out with limited newer residential development. In this regard, the subject parcel should be developed as a single-family residential use.

Highest & Best Use "As Improved"

The property, as improved, is again examined under the same four use criteria previously considered. Where a site has existing improvements on it, it is possible that the highest and best use of the land may be determined to be other than its existing use. Any difference between the highest and best use as vacant and as improved will indicate the various forms of depreciation and obsolescence present at the property or affecting the property.

In evaluating the highest and best use, as improved, the existing property improvements have been considered as well as a conversion of the property to another use, and/or expansion of the present building. The existing improvements represent a single family residence with a professional office use that appeared to be in average overall condition offering 3,124 SF of

gross living area situated on 13,286 SF (0.31 acres) of land that still contribute significantly to the land. I have concluded that continued use as improved is the highest and best use as improved.

Section 5: Valuation of the Subject – Before the Taking

Valuation Process

An appraisal is an estimation of value. In order to arrive at an estimate of market value for a given property, special attention must be given to the typical purchaser who would be interested in that particular type of property.

The appraisal process consists of an orderly program by which the appraisal problem is defined and data relating to the subject and its market is collected, analyzed, and interpreted into an estimate of value. There are three basic approaches that must be considered by the appraiser in the estimation of market value. These approaches to value are known as the **Income Capitalization, Sales Comparison, and Cost Approaches**. Each approach must be considered and the relevant approaches are developed and then reconciled into a market value estimate.

The **Sales Comparison Approach** is a procedure, which has as its premise a comparison of the subject property with recent sales of properties having varying degrees of similarity to the subject. Units of comparison are developed and each comparable sale is analyzed in comparison to the subject. This approach to value has been developed and relied upon in the development of the market value estimate for the subject's land area.

The **Income Capitalization Approach** is a procedure that converts anticipated benefits (*dollar income or amenities*) to be derived from the ownership of property into a value estimate.

The **Cost Approach** is a procedure that consists of estimating the replacement or reproduction cost new of the building and site improvements, adding entrepreneurial profit and land value, and subtracting all forms of depreciation.

Method(s) Applied

Since the taking does not impact the subject's building improvements, only the value of the underlying land has been estimated. The value of the subject's site has been estimated utilizing the Sales Comparison Approach. This is considered to be the best indicator of value for a property like the subject. The Income Capitalization Approach and Cost Approach were also considered, but not developed, since only the valuation of the land was necessary.

Sales Comparison Approach (Land Only)

In the Sales Comparison Approach, market value is estimated by comparing the subject property to similar properties that have been sold recently or for which offers to purchase have been made. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties.⁵

Inherent in this approach to value is the principle of substitution, which holds that *"the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time."*⁶ It is applicable to all types of real property interests when there are sufficient recent reliable transactions to indicate value patterns in the market. When the number of market transactions is insufficient, the applicability of the sales comparison approach is limited.

The basic procedure to apply the Sales Comparison Approach is shown as follows:

1. Research recent comparable sales, listings and offerings information throughout the market area.
2. Verify that the obtained data is factually accurate and that each transaction reflects arm's length market considerations.
3. Select relevant units of comparison and develop a comparative analysis for each unit.
4. Compare the subject property and comparable sale properties using the elements of comparison and adjust the sale price of each comparable as compared to the subject property.
5. Reconcile the various value indications resulting from the analysis of comparable sales to a single value indication or a range of values.

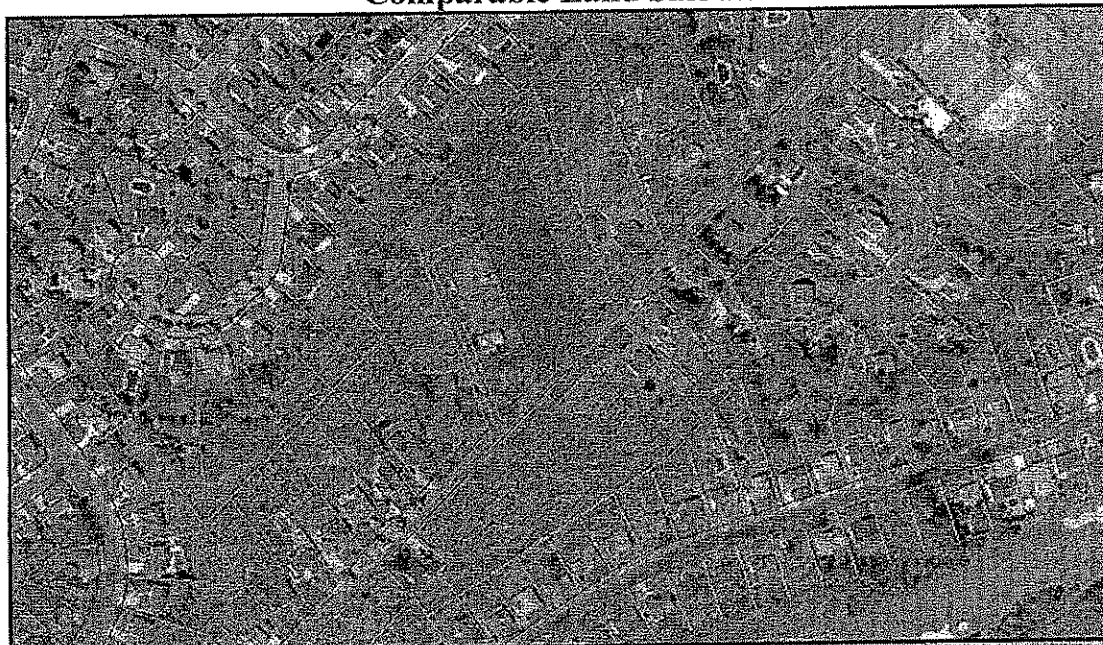
In the valuation of the subject property the basis of comparison utilized in our analysis is overall sale price, which is how the market would compare this type of property. The research was primarily focused within Washington Township for residential building lots that offered similar location, size, zoning, and development potential.

A summary of each comparable sale used within the analysis is shown on the following pages followed by the Comparable Sales Adjustment Analysis for the subject property and a discussion of the adjustments made by the appraiser. Adjustments have been considered for various factors that would influence value, such as location, land area, zoning, physical characteristics, and utilities. An analysis has been made of the properties that are considered to be comparable to the subject property.

⁵ Ibid, p. 397.

⁶ Ibid, p. 398.

Comparable Land Sale #1



Location Data

Address: 224 Wilson Road
Washington Township
County: Gloucester County

Legal Data

Date of Sale: 2/3/2012
Deed Book/Page: 4938/253
Grantor: Clarence & Theresa Brining
Grantee: Patriot Building & Remodeling
Consideration: \$100,000
Assessor Tax ID: Block 198.25, Lot 6.04
Zoning: PR-1, Planned Residential
Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 75,900
Land Area (Acre): 1.74
Frontage (feet): 150' (86' per acre)
Shape: Rectangular
Topography: Mostly level and heavily wooded
Wetlands: None
Utilities: Well & septic
Street Access: Adequate

Financial Data

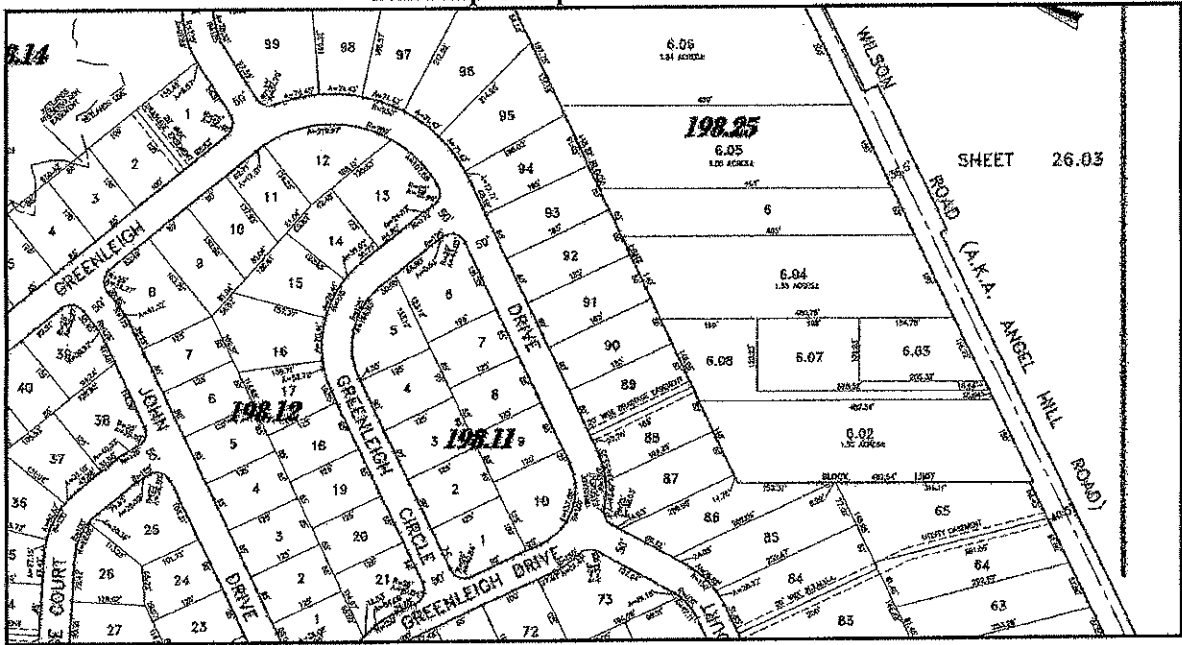
Verified With:	Lorraine Flynn, Listing Agent
Conditions of Sale:	Market
Financing:	Cash

Sale Indications

Highest and Best Use at time of sale:	Residential development
Field Inspection Date(s):	March 13, 2012
Overall Site Price:	\$100,000
Comments:	Reportedly, the transaction was arms length. The property was vacant and listed for sale for almost 2 years with an asking price of \$130,000. It was sold without contingencies or development approvals in place.

The property is located along a local road offering sufficient frontage and depth for residential development. It is heavily wooded with a mostly level topography that does not appear to be impacted by any wetlands.

Tax Map Comparable Land Sale 1



Comparable Land Sale #2



Location Data

Address: 5 Elk Court
Washington Township, NJ
County: Gloucester County

Legal Data

Date of Sale: 5/26/2011
Deed Book/Page: 4876/40
Grantor: Group Ten Builders Inc.
Grantee: Bruce Paparone Inc.
Consideration: \$140,000
Assessor Tax ID: Block 19, Lot 10.09
Zoning: R, Residential
Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 32,234
Land Area (Acre): 0.74
Frontage (feet): 148' (200' per acre)
Shape: Moderately Irregular
Topography: Mostly level and cleared
Wetlands: None
Utilities: All public
Street Access: Adequate

Financial Data

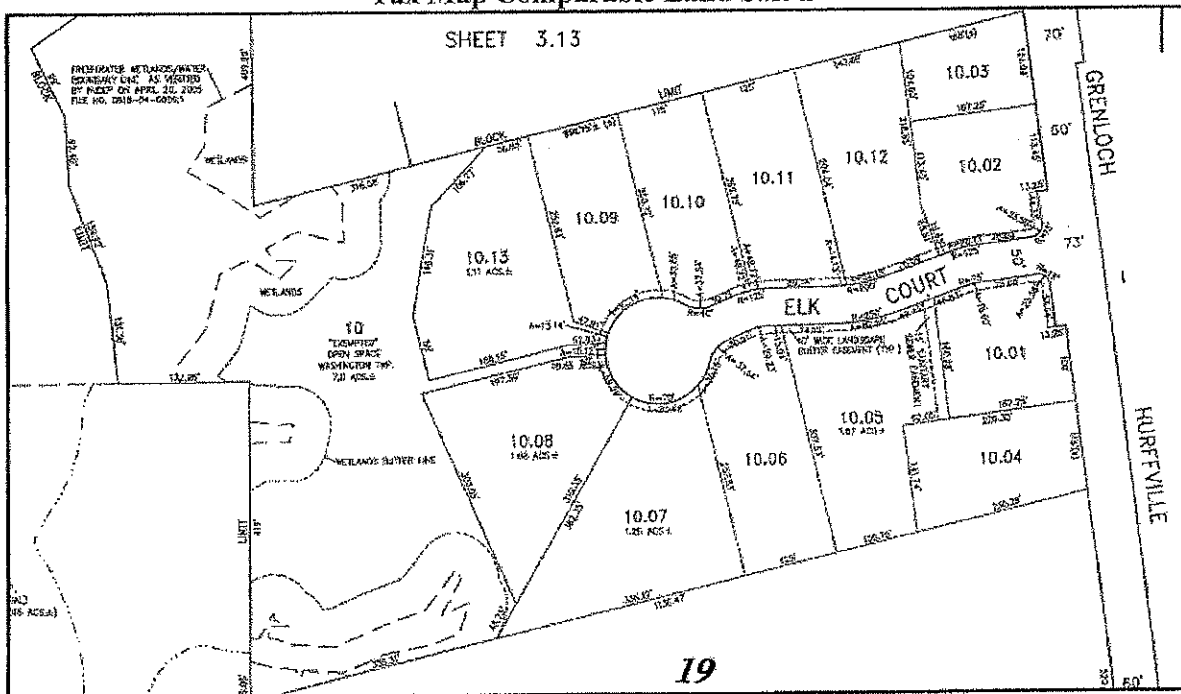
Verified With:	Mitchell Zbik, Representative of Grantor
Conditions of Sale:	Market
Financing:	Cash

Sale Indications

Highest and Best Use at time of sale:	Development of a single family residence
Field Inspection Date(s):	March 13, 2012
Overall Site Price:	\$140,000
Comments:	Reportedly, the transaction was arms length. This sale represents the acquisition of one of two building lots located in a newer cul de sac located off of Hurffville Grenloch Road. The grantee is a builder who purchased two lots, each for \$140,000 and has subsequently constructed single-family residences to market for sale.

The property is located within a cul de sac that sits adjacent to an elementary school along Hurffville Grenloch Road. The lot offers sufficient frontage and depth for development of a residence with a mostly level and cleared topography.

Tax Map Comparable Land Sale 2



Comparable Land Sale #3

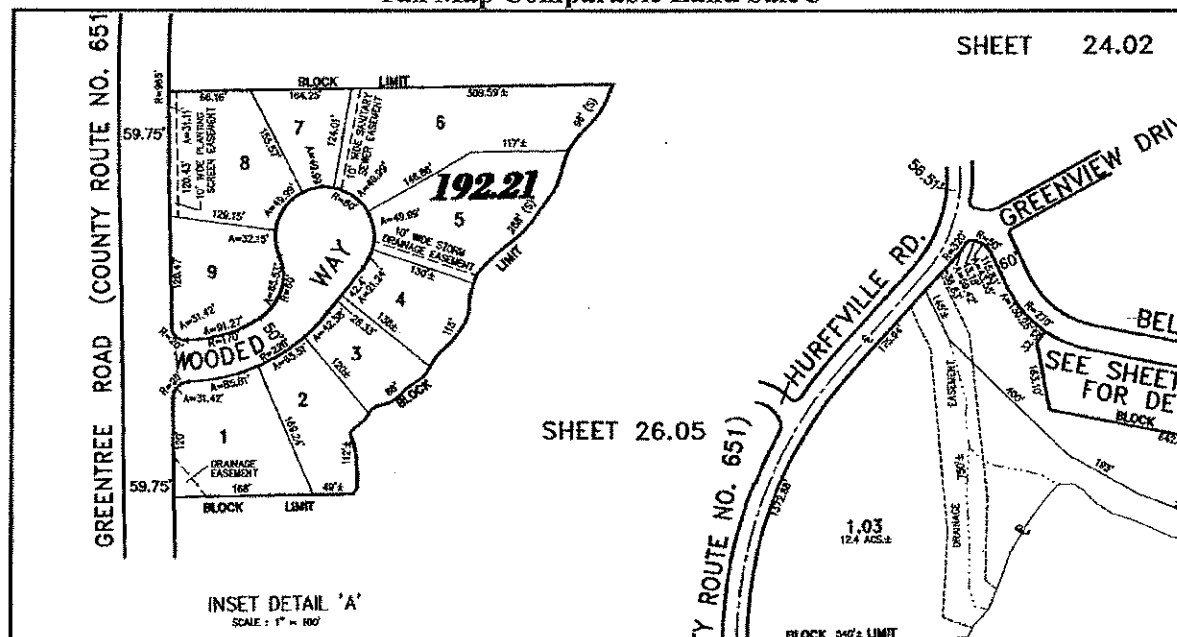


Location Data	
Address:	6 Wooded Way Washington Township, NJ
County:	Gloucester County
Legal Data	
Date of Sale:	8/23/2010
Deed Book/Page:	4813/88
Grantor:	Rudolph & Margaret Buchwald
Grantee:	Lisa Warech
Consideration:	\$104,000
Assessor Tax ID:	Block 192.21, Lot 3
Zoning:	PR-1, Planned Residential
Real Property Rights Conveyed:	Fee simple
Site Data	
Land Area (SF):	6,611
Land Area (Acre):	0.15
Frontage (feet):	69' (460' per acre)
Shape:	Moderately Rectangular
Topography:	Mostly level and cleared
Wetlands:	None
Utilities:	All public available
Street Access:	Adequate

Building Improvements	
Existing Improvements:	None
Financial Data	
Verified With:	Fred Caltabiano, Listing Agent
Conditions of Sale:	Market
Financing:	Cash
Sale Indications	
Highest and Best Use at time of sale:	Development of a single family residence
Field Inspection Date(s):	March 13, 2012
Overall Site Price:	\$104,000
Comments:	Reportedly, the transaction was arms length. The property was listed with Weichert Realtors for approximately 2 months prior to going under agreement.

The property is located in the central portion of the township and is situated on Bells Lake, just off Greentree Road. Wooded Way is a built-out cul-de-sac with mostly older homes surrounding. The uses are mostly residential with an elementary school located in close proximity. The site is mostly level and cleared with no wetlands.

Tax Map Comparable Land Sale 3



Comparable Land Sale #4



Location Data

Address: 24 Spring Lake Avenue
Washington Township, NJ
County: Gloucester County

Legal Data

Date of Sale: 10/26/2009
Deed Book/Page: 4740/113
Grantor: Sandra Bennett & Richard Crean
Grantee: Carmen Carusone
Consideration: \$60,000 Deeded Consideration
\$ 5,000 Estimated Demolition
\$65,000 Total Consideration
Assessor Tax ID: Block 83.01, Lot 12
Zoning: R, Residential
Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 24,779
Land Area (Acre): 0.57
Frontage (feet): 389' (682' per acre)
Shape: Moderately Rectangular
Topography: Mostly level and partially wooded
Wetlands: None
Utilities: Public sewer (well & septic on site)
Street Access: Adequate

Building Improvements

Existing Improvements: 370 SF Dwelling in poor condition

Financial Data

Verified With: Karen Salcedo, Listing Agent

Conditions of Sale: Market

Financing: Cash

Sale Indications

Highest and Best Use at time of sale:

Demolition for development of a single family residence

Field Inspection Date(s): March 13, 2012

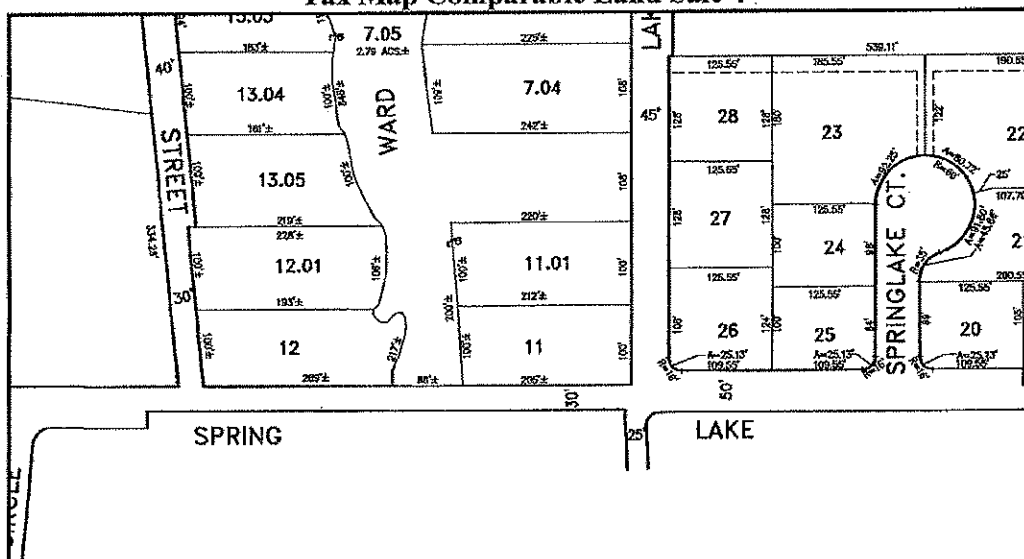
Overall Site Price: \$65,000

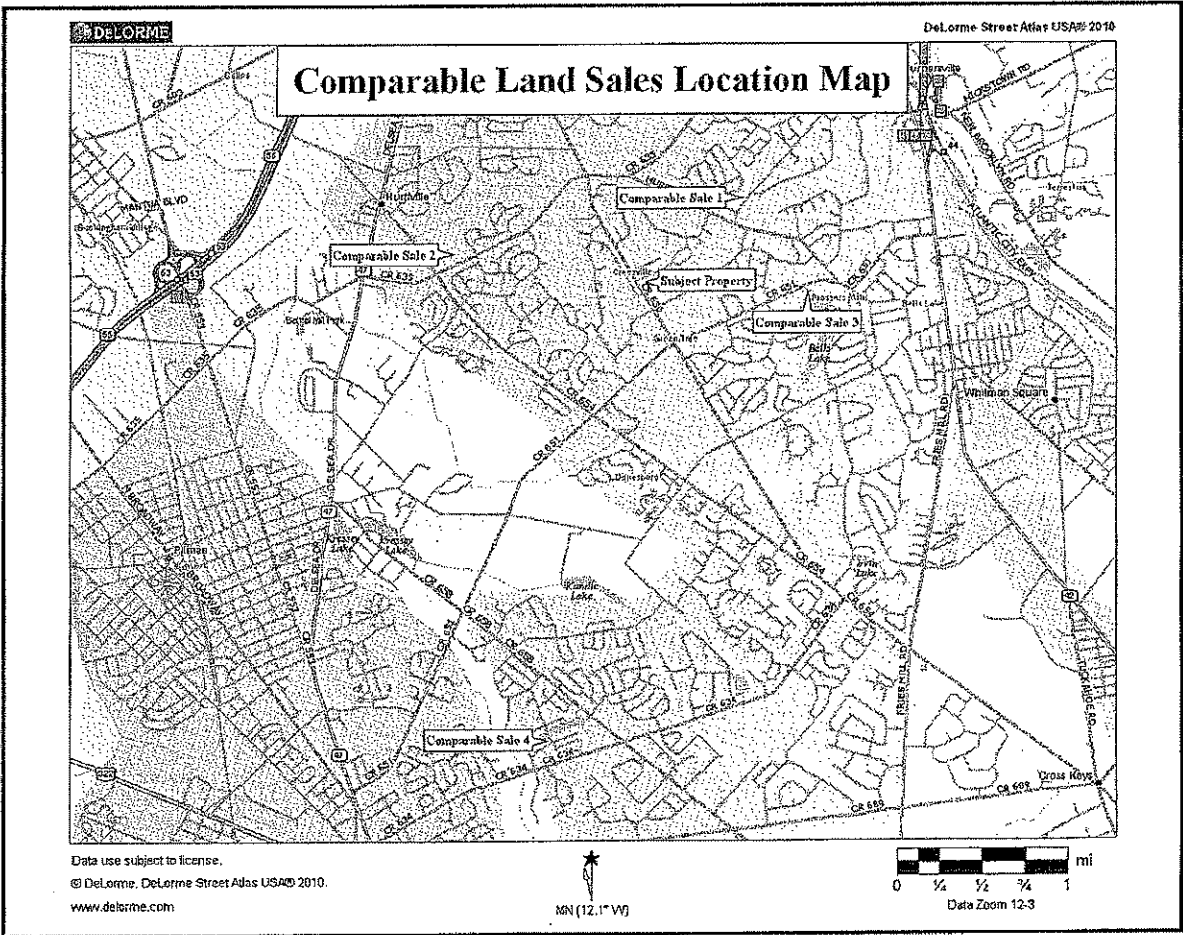
Comments:

Reportedly, the transaction was arms length. The property was listed with Century 21 Hughes Riggs Realty for approximately 9 months prior to going under agreement. It is improved with a 370 SF older dwelling in poor condition that would be demolished for the construction of a new residence. Demolition has been estimated at \$5,000. The site does not meet the minimum lot size requirement, but given that it is improved, a variance would seem likely. The property has been listed for sale with ReSales & Investment Realty since November 2011 with a current asking price of \$75,000.

The property is located in the southwestern portion of the township just off Fish Pond Road. The uses are mostly residential with a social lodge and religious facility located along Fish Pond in close proximity. The site is situated along Ward Lake, a small lake, offering a mostly level and partially wooded topography and no known wetlands.

Tax Map Comparable Land Sale 4





Comparable Land Sales Adjustment Analysis Before the Taking					
	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Sale Price	N/A	\$100,000	\$140,000	\$104,000	\$65,000
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Financing/Concessions	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Conditions Of Sale	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Market Conditions	Jun-12	Feb-12	May-11	Aug-10	Oct-09
# of Months Requiring Adj.	N/A	4	13	22	32
Adjustment Required/Year	0%	0%	0%	0%	0%
		\$100,000	\$140,000	\$104,000	\$65,000
Other Adjustments:					
Location	Average	Comp	Superior	Superior	Comp
Adjustment	N/A	0%	-20%	-20%	0%
Land Area (SF)	13,236	75,900	32,234	6,611	24,779
Adjustment	N/A	-20%	-10%	20%	0%
Zoning	PR-1 Residential	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Physical Characteristics	Average	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Utilities	All Basic	Inferior	Comparable	Comparable	Inferior
Adjustment	N/A	15%	0%	0%	10%
Approvals	Yes	Inferior	Inferior	Inferior	Inferior
Adjustment	N/A	15%	15%	15%	15%
Net- Other Adjustments	N/A	10%	-15%	15%	25%
Adj Sale Price	N/A	\$110,000	\$119,000	\$119,600	\$81,250
Analysis of Comparables					
Net Adjustments (Including Market Conditions)		10%	-15%	15%	25%
Gross Adjustments (Including Market Conditions)		50%	45%	55%	25%
Comparable Weighting:		25%	25%	25%	25%
	Before Adjustments	After Adjustments			
Low End of Range	\$65,000	\$81,250			
High End of Range	\$140,000	\$119,600			
Average	\$102,250	\$107,463			
Median	\$102,000	\$114,500			
Weighted Average	\$102,250	\$107,463			
Estimated Market Value Via Sales Comparison (Rounded)		\$110,000			

Discussion of Adjustments for the Land Sales Analysis

Property Rights Conveyed

Each comparable sale reflected the purchase of the fee simple estate, while the market value of the fee simple estate is being estimated for the subject. Therefore, no adjustment appeared to be warranted.

Financing Terms

Neither sale concessions nor atypical financing arrangements were reported during the verification of each comparable sale. Thus, no adjustment appeared to be warranted.

Conditions of Sale

No atypical conditions of sale were reported during our verification of each comparable. Thus, no adjustment was warranted.

Market Conditions

An adjustment for market conditions is made if, since the time the comparable sales were transacted, general property values have appreciated/depreciated slightly higher than inflation. The sale prices for this type of property have shown a general stabilization since 2009 and thus no adjustment appeared to be warranted.

Location: The subject property is located at the intersection of a County Route and local roadway amongst a variety of uses including commercial, residential and industrial. It offers adequate access to the area's highway network. Sales 2 and 3 offered superior locations within private courts and required downward adjustment. Sales 1 and 4 offered comparable locations and did not require adjustment.

Land Area: The subject offers 13,286 SF of land area. Larger sites will typically allow for a builder to construct a larger home, while smaller sites will typically offer smaller building improvements. As such, developers/builders will pay slightly higher per unit rates for larger sites and lower rates for smaller sites. Sales 1 and 2 required downward adjustment for superior site size, while sale 3 required upward adjustment for inferior site size. Sale 4 was comparable in size and did not require adjustment.

Zoning: The subject is located within the PR-1, Planned Residential district that allows for a variety of uses including residential and commercial. Each of the land sales offered relatively similar zoning and did not require adjustment.

Physical Characteristics: The physical characteristics of the subject property and each comparable is summarized in the following table. Lots with greater street frontage/acre and/or number of street frontages require downward adjustment, while those with less street frontage/acre and/or number of street frontages require upward adjustment.

The table also demonstrates the type of adjustment required for differences in frontage, shape, and topography. Each sale is adjusted accordingly.

Physical Characteristics				
	Land Area (Acres)	Frontage (LF)	Shape	Topography
Subject	0.31	225'	Mod. Rectangular	Mostly level/cleared
Sale 1	1.74	150'	Mod. Rectangular	Level/wooded
Adj. Required	N/a	N/a		
Sale 2	0.74	148'	Mod. Rectangular	Level/cleared
Adj. Required	N/a	N/a		
Sale 3	0.15	69'	Mod. Rectangular	Mostly Level
Adj. Required	N/a	N/a		
Sale 4	0.57	389'	Mod. Rectangular	Mostly Level/wooded
Adj. Required	N/a	N/a		

Utilities: The subject offers access to all public utilities. Sale1 did not offer access to public utilities and sale 4 did not offer access to public water, each was adjusted accordingly. Sales 2 and 3 were comparable to the subject and no adjustment was required.

Development Approvals: The subject offer approvals for a home occupation use as a professional office. Based upon market data as well as conversations with developers, a percentage adjustment for development approvals is realized due to the risk and expense in obtaining the approvals. Each of the sales offered the necessary approvals for residential uses; however, none offered approval for a home occupation use and thus, each was adjusted upward to reflect the time and expense to acquire such approval.

Conclusions of the Sales Comparison Approach

Each comparable sale used in the analysis provides a reasonable indication of the subject's market value and was considered the best available as of the valuation date. None of the chosen sales reflected atypical concessions or financing. Based on the analysis of the most recent comparable sales, the market value of the subject's land is estimated at **\$110,000** (*Equivalent to 13,286 SF @ \$8.28/SF, rounded*).

Summary of Value Indications - Before the Taking (Land Only)

Cost Approach.....	N/A
Sales Comparison Approach.....	\$110,000
Income Capitalization Approach.....	N/A

Correlation and Final Value Estimate - Before the Taking (Land Only)

During the analysis, it was found that the Sales Comparison Approach to value provided the best and most reliable indication of the subject market value. It was developed, since this type of property is often purchased on this basis. After making the appropriate adjustments to each comparable sale, a reliable market value estimate resulted.

The Income Capitalization Approach and Cost Approach were also considered, but not developed since only the value of the subject's underlying land has been estimated.

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated **Market Value** for the **Fee Simple Interest** of the subject's land only Before the Taking as of June 19, 2012 was:

ONE HUNDRED TEN THOUSAND DOLLARS
(\$110,000)

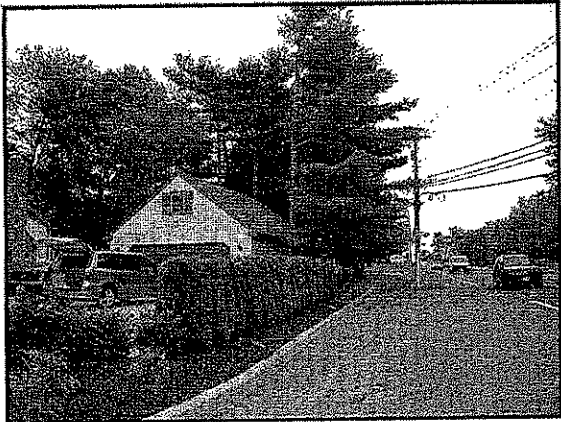
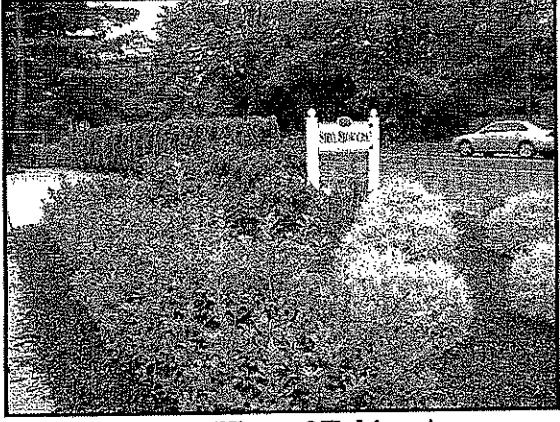
Section 6: Nature of Taking

The Gloucester County Department of Engineering is proposing to reconfigure Egg Harbor Road (County Route 630) from Hurffville-Grenloch Road to Ganttown Road, which will include road realignment, adding a center lane for turning, and modifying the major intersections. To accomplish this, the existing ROW (Right of Way) must be expanded in order to accommodate the realignment, which requires the acquisition of land from property owners along the proposed areas. The following section details the proposed taking area as it applies to the subject property.

Description of Taking

The taking involves one non-exclusive roadway improvement easement. The taking is described in the following chart:

Non-Exclusive Roadway Improvement Easement - Parcel RE11 <i>(Shown in Red on Parcel Map)</i>	
Interests Acquired:	Permanent, partial rights
Land Area/Dimensions:	654 SF (0.02 acres) (approximately 5' in depth by 135' in length)
Description/Location:	Moderately irregular in shape and located along the Egg Harbor Road frontage.
Property Owner's Future Right of Use:	The owner, or its assigns, will retain the right to use and maintain the area, but cannot construct any buildings or structures.

<p>Improvements Within Taking Area:</p>	<p>The taking will traverse across the subject's side yard area which is improved with concrete parking area, landscaping, a portion of a chain link fence, and a lighted business sign. The following is a summary of the plantings located within the taking area:</p> <ul style="list-style-type: none">➤ 26 - medium landscape shrubs (Arborvitaes)➤ 13 - small to medium shrubs (holly, rose bushes, and gold threads) <p>It is an assumption that the County's contractor will relocate the business sign.</p>
 <p>Southerly View of Taking Area</p>	 <p>Southerly View of Taking Area</p>

Section 7: Valuation of the Subject - After the Taking

Description of Remainder

The property will continue to offer most of the same physical characteristics as before the taking. After the Taking, the site's physical characteristics are shown as follows:

Physical Characteristics of the Site (After the Taking)														
Total Site Area (Fee Simple):	12,632 square feet or 0.29 acres													
% Fee Simple Land Area Reduced:	4.92%													
Frontage:	136.34' Egg Harbor Road 79.42' Daytona Avenue 218.07' Total (752' per acre)													
Shape of Tract:	Moderately rectangular													
Topography:	Same as before the taking.													
Access:	Same as before the taking.													
Corner Influence:	Same as before the taking.													
Easements:	There will be a Non-Exclusive Roadway Improvement Easement along Egg Harbor Road.													
Encroachments:	Same as before the taking.													
Parking:	Same as before the taking.													
Zoning Setbacks:	As a result of the taking, the subject's side yard setback from the residence will be reduced approximately 5' from the ROW (Right of Way) which is still conforming to the districts zoning requirements. The table summarizes the setbacks for the residence and garage from the ROW before and after the taking.													
	<table><tr><th></th><th colspan="2">Side Yard Setback - Distance from ROW</th></tr><tr><th></th><th>From Residence</th><th>From Detached Garage</th></tr><tr><th>Before The Taking</th><td>44'</td><td>10'</td></tr><tr><th>After the Taking</th><td>39'</td><td>5'</td></tr></table>			Side Yard Setback - Distance from ROW			From Residence	From Detached Garage	Before The Taking	44'	10'	After the Taking	39'	5'
	Side Yard Setback - Distance from ROW													
	From Residence	From Detached Garage												
Before The Taking	44'	10'												
After the Taking	39'	5'												
Damages:	No damages to the remainder are anticipated. The highest and best use of the subject remains the same as Before the Taking and the taking does not impact													

	its potential to be developed as if vacant or the continued use as a residence with an office use.
--	----------------------------------------------------------------------------------------------------

Highest & Best Use – As if Vacant (After the Taking)

After considering each of the four criteria, the highest and best use of the property, As if Vacant, remains the same as in the Before the Taking analysis and is determined to be development in accordance with zoning, likely a residential use.

Highest & Best Use – As Improved (After the Taking)

After considering each of the four criteria, the highest and best use of the property, As Improved, remains the same as in the Before the Taking analysis and is determined to be continued use as improved.

Appraisal Process

Again, each of the three traditional approaches to value has been considered in estimating the market value of the subject. The market value indication for the subject's land area was again developed via the Sales Comparison Approach for the same reasons as it was developed in the "Before the Taking" and the same set of sales has been utilized.

Sales Comparison Approach - After the Taking (Land Only)

A market value for the subject's land area has been developed through the Sales Comparison Approach. The same comparable sales have again been considered in the After the Taking analysis. The adjustment chart is shown on the following page. Therefore, the After the Taking value of the subject's land via the Sales Comparison Approach is estimated at **\$104,500**.

Comparable Land Sales Adjustment Analysis					
After the Taking					
	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Sale Price	N/A	\$100,000	\$140,000	\$104,000	\$65,000
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Financing/Concessions	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Conditions Of Sale	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Market Conditions	Jun-12	Feb-12	May-11	Aug-10	Oct-09
# of Months Requiring Adj.	N/A	4	13	22	32
Adjustment Required/Year	0%	0%	0%	0%	0%
		\$100,000	\$140,000	\$104,000	\$65,000
Other Adjustments:					
Location	Average	Comp	Superior	Superior	Comp
Adjustment	N/A	0%	-20%	-20%	0%
Land Area (SF)	12,632	75,900	32,234	6,611	24,779
Adjustment	N/A	-20%	-10%	20%	0%
Zoning	PR-1, Residential	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Physical Characteristics	Average	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Utilities	All Public	Inferior	Comparable	Comparable	Inferior
Adjustment	N/A	15%	0%	0%	10%
Approvals	Yes	Inferior	Inferior	Inferior	Inferior
Adjustment	N/A	15%	15%	15%	15%
Net- Other Adjustments	N/A	10%	-15%	15%	25%
Adj Sale Price	N/A	\$110,000	\$119,000	\$119,600	\$81,250
Analysis of Comparables					
Net Adjustments (Including Market Conditions)		10%	-15%	15%	25%
Gross Adjustments (Including Market Conditions)		50%	45%	55%	25%
Comparable Weighting:		25%	25%	25%	25%
	Before Adjustments	After Adjustments			
Low End of Range:	\$65,000	\$81,250			
High End of Range:	\$140,000	\$119,600			
Average:	\$102,250	\$107,463			
Median:	\$102,000	\$114,500			
Weighted Average:	\$102,250	\$107,463			
Estimated Market Value Via Sales Comparison (Rounded)				\$110,000	
Estimated Market Value Per SF of Land (MV/Before Land area)			\$8.28		
Taking Area (SF)			654		
Less: Estimated Market Value of Taking Area (Rounded)				(\$5,500)	
Estimated Market Value After the Taking (Rounded)				\$104,500	

Compensation for Site Improvements

Compensation must also be made for any site improvements that will be permanently impacted by the taking. The taking will traverse across the side yard of the subject which is improved with concrete driveway/parking area, landscaping, business sign (with lighting), and fencing (5 LF). The landscaping within the taking includes 26 medium sized arborvitaes, 13 small to medium sized shrubs (holly, rose bushes, and gold threads), and 5 summer lilies. It is assumed that the business sign and electrical will be relocated by the County contractor, thus no compensation has been given.

The depreciated value of the site improvements has been estimated utilizing the Marshall Valuation Service as well as an invoice for work that was done 2009 by Exleys' Landscaping. The invoice included work that was done throughout the property and has been utilized as a check against the Marshall Valuation Services cost estimates. The depreciation has been estimated using the age/life method.

Estimated Value of Site Improvements within Taking								
Description	Section-Page	Amount	Unit Count	Replacement Cost Per Unit*	Effective Age (Years)	Average Life (Years)	Remaining Life 100% - Age/Life	Depreciated Value
Landscape shrubs (Medium)	66-8	26	Each	\$65.85	N/A	N/A	100%	\$1,712
Landscape shrubs (Small/Medium)	66-8	13	Each	\$37.72	N/A	N/A	100%	\$490
Perennials	Local Cost	5	Each	\$15.00	N/A	N/A	100%	\$75
Mulching	66-8	430	SF	\$0.48	N/A	N/A	100%	\$205
Concrete Driveway	66-2	9	SF	\$5.98	1	15	93%	\$50
5' Chain Link Fence	66-5	5	LF	\$20.74	1	15	93%	\$97
Estimate of the Depreciated Value of the Site Improvements:								\$2,629
								Rounded To: \$2,700
						Local Multiplier	1.18	
						Cost Multiplier	1.01	
* Includes multipliers								

Damages to the Remainder

No damages to the remainder are anticipated, since the property, as improved, will continue to offer the same highest and best use, location and similar physical attributes as Before the Taking.

Cost to Cure

As previously discussed, no potential damage to the remainder is anticipated.

Correlation and Final Value Estimate - After the Taking

Again, it was found that the Sales Comparison Approach to value provided the best and most reliable indication of the subject's market value. Thus, the resulting market value estimate for the property, After the Taking, is summarized as follows:

	Sales Comparison	Income Approach	Cost Approach
Market Value Conclusion After The Taking	\$104,500	N/A	N/A
Less: Compensation for Site Improvements	-2,700		
After Value Reflecting All Damages	\$101,800		
Reconciled Value After the Taking	\$101,800		

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated **Market Value** for the **Fee Simple Interest** of the subject's land only After the Taking as of June 19, 2012 is:

ONE HUNDRED AND ONE THOUSAND EIGHT HUNDRED DOLLARS
(\$101,800)

Section 8: Conclusion and Justification

In the final reconciliation, the appraiser must insure that the approaches and methods used relate to the real property interest being appraised, the definition of value under consideration, and the purpose and use of the appraisal. In the analysis of the subject, each of the three traditional approaches to value has been considered in estimating value for the takings of the subject property. The following value estimates were derived by each approach employed:

The following is a summary of the value estimates Before and After the Taking, as well as the estimated value of the taking.

Value Before \$110,000
Value After \$101,800
Value of Part Taken & Damages to Remainder\$8,200

During the analysis, it was found that the Sales Comparison Approach was the only reliable indicator to estimate the market value of the taking and any damages to the remainder, since properties within this market are typically purchased on this basis. Comparable land sales were analyzed based on their overall sale price and converted into a price per square foot of land area. After making the appropriate market adjustments to each comparable sale, a reliable market value estimate resulted.

The Income Capitalization Approach was also considered but was not developed, since an adequate supply of comparable lease information was not found for undeveloped land zoned for

this type of use. In addition, this approach to value does not reflect the typical motivations of land purchasers within the market.

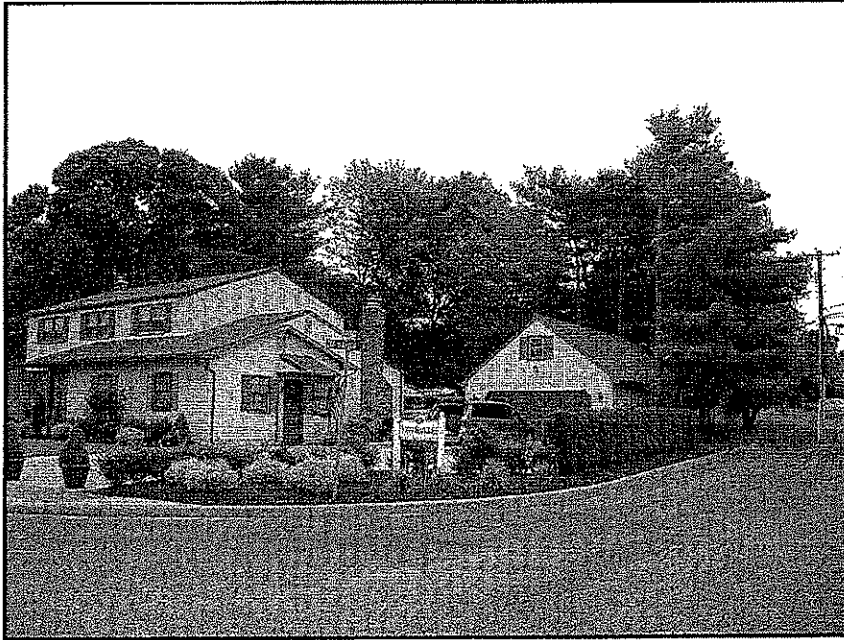
The Cost Approach was also considered, but not developed, since only the value of underlying land has been estimated.

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated **Market Value** for the Takings and Damages to the Remainder as of **June 19, 2012** is:

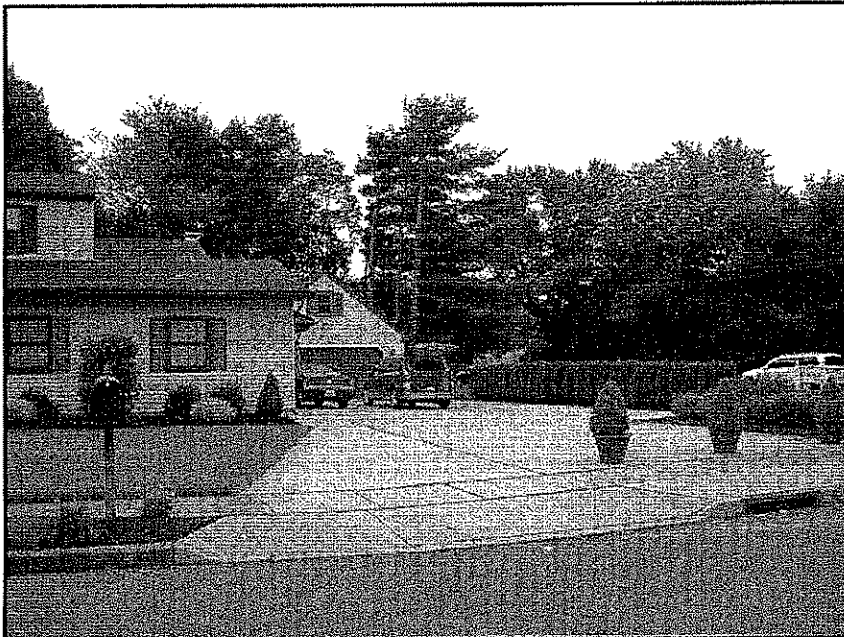
EIGHT THOUSAND TWO HUNDRED DOLLARS
(\$8,200)

Section 9: Addenda

Photographs of the Subject Property



Southeasterly View of Subject from Egg Harbor Road (Taken by ARC on 6/19/2012)

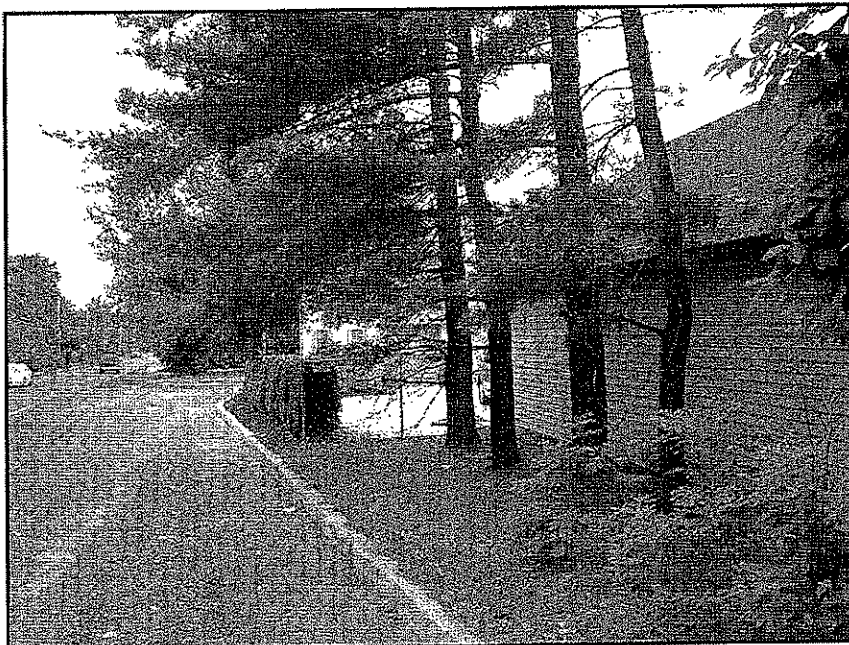


Southerly View of Subject from Daytona Road (Taken by ARC on 6/19/2012)

Photographs of the Subject Property

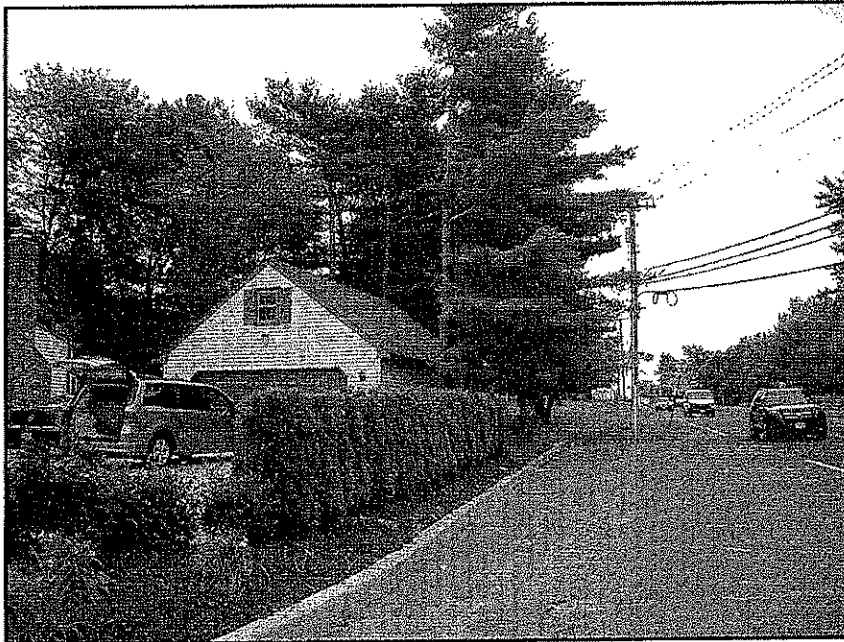


Southerly View of Taking Area (Taken by ARC on 6/19/2012)



Northerly View of Taking Area (Taken by ARC on 6/19/2012)

Photographs of the Subject Property

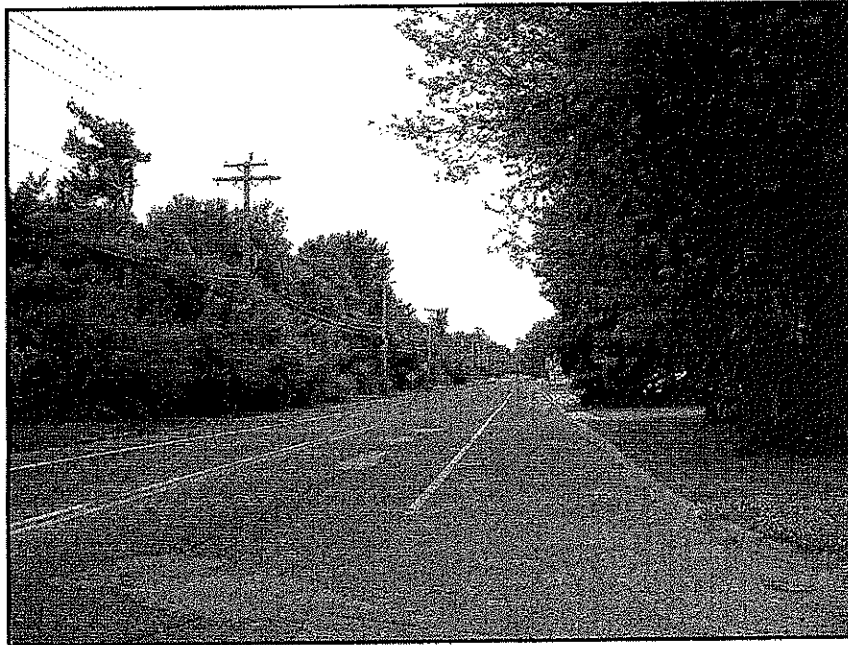


Southerly View of Taking Area (Taken by ARC on 6/19/2012)

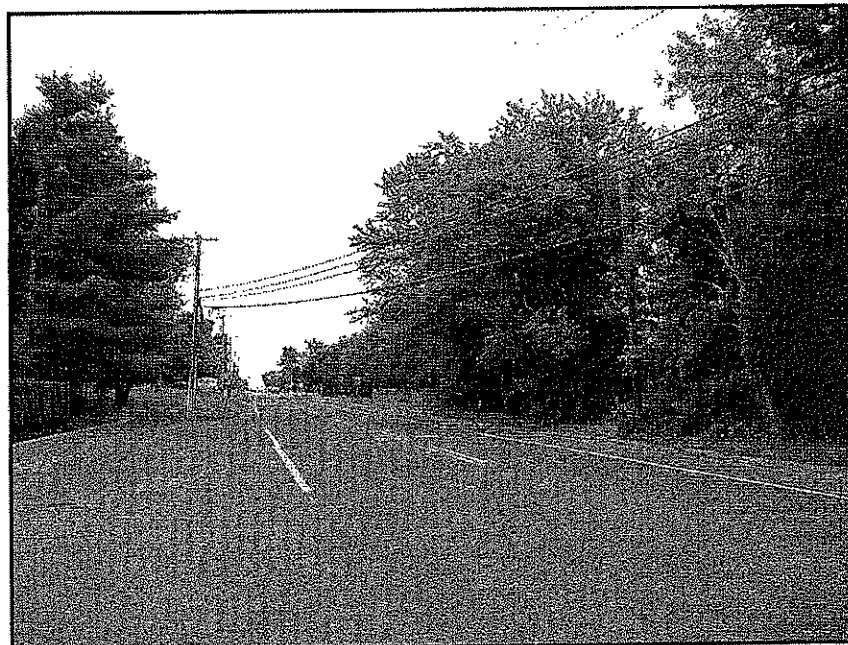


Southwesterly View of Taking Area (Taken by ARC on 6/19/2012)

Photographs of the Subject Property

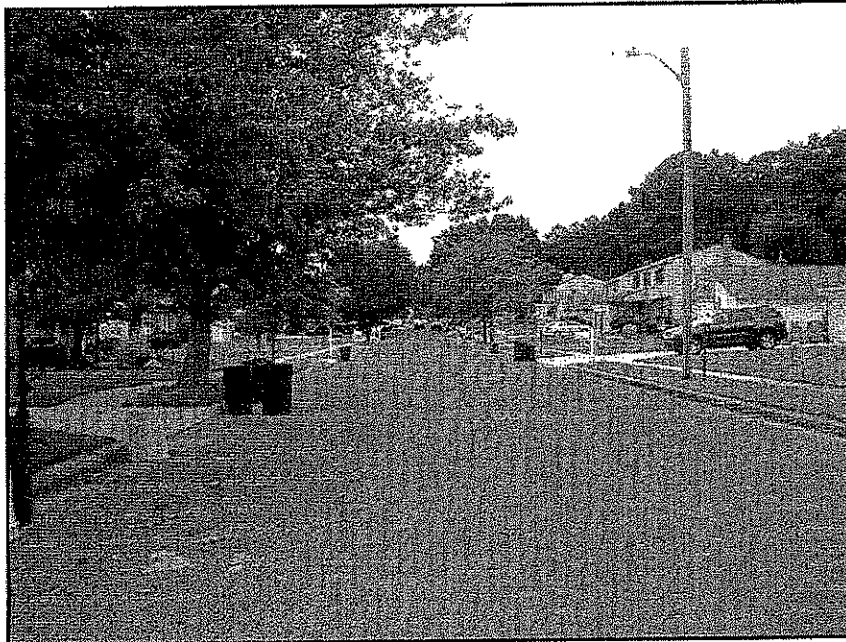


Northerly View along Egg Harbor Road (Taken by ARC on 6/19/2012)

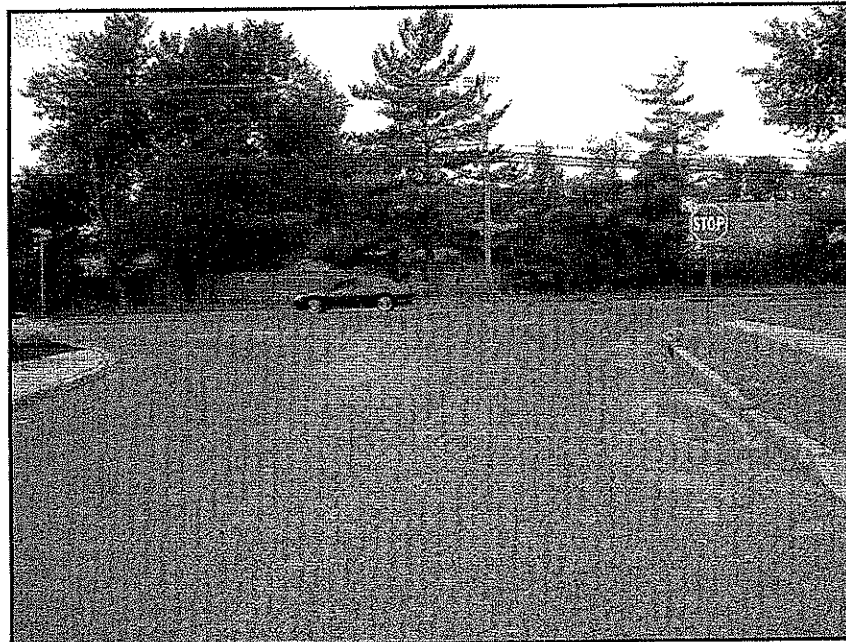


Southerly View along Egg Harbor Road (Taken by ARC on 6/19/2012)

Photographs of the Subject Property



Easterly View along Daytona Avenue (Taken by ARC on 6/19/2012)



Westerly View along Daytona Avenue (Taken by ARC on 6/19/2012)

Portion of Zoning Ordinance

ARTICLE XI. PR-1 Planned Residential One District

§ 285-53. Purpose.

A. It is the purpose of the PR-1 Planned Residential One District to permit single-family developments to be built on lands formerly zoned rural and designated in the Master Plan as R/L1, provided that additional design and performance criteria are met to the satisfaction of the Planning Board. After a tract of rural land has been granted rezoning to PR-1, the applicant may reduce the size of lots to the dimensions specified in this article. However, the total number of units permitted may not exceed 1.6 units per gross acre.

B. Freshwater wetlands, as defined in the New Jersey Fresh Water Wetlands Protection Act of 1987, N.J.S.A. 13:9B-1 et seq., one-hundred-year floodplains, floodways and flood hazard areas are not included in gross acreage for the purpose of calculating units per gross acre.

§ 285-54. Permitted and conditional uses.

In any PR-1 Planned Residential One District, land, buildings or premises shall be used by right only for one or more of the following:

- A. All uses permitted in the A Residence District.
- B. All conditional uses of the A Residence District, provided that the conditions set forth there under shall be complied with.
- C. Neighborhood retail commercial facilities, as permitted in the NC Commercial District, subject to the regulations of § 285-58.

§ 285-55. Accessory uses.

All accessory uses permitted in the A Residence District shall be allowed.

§ 285-56. Area and bulk regulations.

A. The following area and bulk regulations shall be followed for projects that are too small to generate the required amount of open space and active recreation facilities and acreage specified in the open space regulations of this article. Section 285-58 shall not be utilized for projects that are measured in accordance with the following regulations:

- (1) Minimum lot size for agricultural uses: 5 1/2 acres.
- (2) Minimum lot size for other uses: 23,000 square feet.
- (3) Maximum density per gross acre: 1.6 units
- (4) Minimum lot width: 100 feet.
- (5) Minimum lot depth: 200 feet.
- (6) Maximum lot coverage: 20%.
- (7) Minimum front yard: 50 feet.
- (8) Minimum side yards: 15 feet each.
- (9) Minimum rear yard: 35 feet.
- (10) Maximum building height: 35 feet.

B. The following area and bulk regulations shall be followed for all other projects,

except that the density shall not exceed 1.6 units per acre, but only if the Planning Board approved the cluster concept:

- (1) Minimum lot size: 10,500 square feet.
- (2) Maximum density per gross acre: 1.6 units.
- (3) Minimum lot width: 80 feet.
- (4) Minimum lot depth: 125 feet.
- (5) Maximum lot coverage: 25%.
- (6) Minimum front yard: 30 feet.
- (7) Minimum side yards: 10 feet each.
- (8) Minimum rear yard: 30 feet.
- (9) Maximum building height: 35 feet.

C. Freshwater wetlands, as defined in the New Jersey Fresh Water Wetlands Protection Act of 1987, N.J.S.A. 13:9B-1 et seq., one-hundred-year floodplains, floodways and flood hazard areas are not included in gross acreage for the purpose of calculating units per gross acre in Subsections A and B of this section.

§ 285-57. Open space requirements.

- A. In order for a project to qualify for development under this article, the minimum open space and active recreation tract shall not be less than five acres.
- B. The open space and active recreation lands shall comply with all of the provisions of Article XXVIII, Open Space Regulations.

§ 285-58. Neighborhood commercial regulations.

- A. Neighborhood commercial centers may be permitted, at the discretion of the Planning Board, provided that each center is designed as an integral unit and does not exceed two acres for each 50 acres of total project development.
- B. No single commercial center shall exceed four acres in size.
- C. All commercial centers shall be located on major roads capable of supporting the anticipated traffic volumes.
- D. The traffic patterns associated with the commercial center shall not be detrimental to the residential character of the neighborhood.

§ 285-59. Reduction of lot sizes.

- A. Notwithstanding the above regulations, and only with the approval of the Planning Board, in any residential development no more than 10% of the lots may be reduced in size to not less than 7,500 square feet each, provided that the required original overall density is maintained for the entire project.
- B. Lots that are less than 10,500 square feet in size shall conform to the following regulations:
 - (1) Minimum lot width: 75 feet.
 - (2) Minimum lot depth: 100 feet.
 - (3) Maximum lot coverage: 30%.
 - (4) Minimum front yard: 20 feet.
 - (5) Minimum side yards: eight feet each.

(6) Minimum rear yard: 25 feet.

(7) Maximum building height: 35 feet.

C. All such lots shall not be grouped together contiguously, but shall be scattered throughout each development. The purpose of this stipulation is to promote design flexibility and creativity and to work with the natural constraints of the land without affecting the maximum permitted density. Accordingly, such lots should only be designed when standard lots of 10,500 square feet are not physically appropriate.

§ 285-60. Conditions prior to approval.

In order to qualify for increased densities, the following facts and conclusions shall be found by the Planning Board prior to approval of all residential developments permitted by this article:

- A. That departures by the proposed development from zoning regulations otherwise applicable to the subject property conform to the standards established in this chapter for the applicable districts.
- B. That the proposals for maintenance and conservation of the common open space are reliable, and that the amount, location and purpose of the common open space are adequate.
- C. That provision, through the physical design of the proposed development, for public services, control over vehicular and pedestrian traffic and the amenities of light and air and recreation and visual enjoyment are adequate.
- D. That the proposed planned development will not have an adverse impact upon the area in which it is proposed to be established.
- E. In the case of a proposed development which contemplates construction over a period of years, that the terms and conditions intended to protect the interests of the public and of the residents, occupants and owners of the proposed development in the total completion of the development are adequate.
- F. That the project shall have service available within a reasonable distance for churches, schools and medical facilities.
- G. That retail service functions shall be available nearby.
- H. That the project shall have increased recreation facilities available.
- I. That the location of recreation facilities shall be centralized with easy access from all directions.
- J. That the active recreational facilities and open spaces shall be linked together with a unified pedestrian path system through the entire project that diminishes conflict with vehicular traffic.
- K. That the project shall be in conformance with the Master Plan.
- L. That all projects shall be located along major traffic arteries.
- M. That all projects shall be located near developments of similar densities.
- N. That the need to conserve natural features and sensitive land areas such as woods, floodplains and erodible soils must be demonstrated.

- O. That the opportunity to preserve agricultural lands may be a factor.
- P. That the project shall show an improved overall design concerning streets, lots and open space arrangements.
- Q. That a variety of housing designs shall add to the aesthetic appeal of the project.
- R. That pedestrian crossing points shall be completely designed for the ease and safety of pedestrian movements.
- S. That all proposed stormwater drainage basins or retention basins be surrounded by permanent fencing of a type and dimension specified by the Township Engineer, together with the landscaping in accordance with the specifications of the Township Engineer, for the purpose of reducing the health and safety hazards of such basins and improving the aesthetics of their appearance.

§ 285-61. Other regulations.

- A. There must exist approved public water and public sewer systems, which shall be available to each lot prior to the issuance of the building permit.
- B. All other applicable regulations of this chapter shall be followed as required.

ARTICLE VI. A Residence District

§ 285-23. Permitted uses.

In any A Residence District, land, buildings or premises shall be used by right only for one or more of the following:

- A. Single-family detached house.
- B. Municipal tower, water storage tank, water reservoir, water pumping station and water treatment plant, provided that the architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood and shall be reviewed and approved by the Planning Board.
- C. Sewage lift station, water pumping station, underground transmission lines and gas regulator stations, subject to the following special requirements:
 - (1) There shall be no storage of materials and trucks and no repair facilities or housing of repair crews except within completely enclosed buildings.
 - (2) The architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood and shall be reviewed and approved by the Planning Board.
 - (3) Screening shall be developed as defined in this chapter. All plants not surviving one year after planting must be replaced.
- D. Model homes or sales offices within a subdivision, but only during the period necessary for the sale of new homes within such subdivision. Such uses shall not be considered a business use.
- E. Senior citizen housing in conformance with the single-family concept of this district.
- F. Flag-shaped lots, provided that these shall not have less than one-hundred-foot frontage at the required building setback line, and that no more than one flag lot shall be subdivided from a base lot, and that no two flag lots shall be contiguous to each

other.

§ 285-24. Conditional uses.

The following conditional uses may be authorized by the Planning Board, provided that applications conform to the following specifications and standards:

A. Agricultural uses, provided that:

- (1) The use will not injure or detract from the use of neighboring property.
- (2) The use will not detract from the character of the neighborhood.
- (3) The use of property adjacent to the area included in the plan is adequately safeguarded.
- (4) The property is suitable for the intended use.
- (5) The use will service the best interests of the Township.
- (6) The use will not adversely affect public sewers and facilities such as water, sewer, police and fire protection.
- (7) The use will not adversely affect the drainage facilities in the adjacent neighborhood.
- (8) Chemical and fertilizer usage and storage will not be detrimental to people, animals and plants and water in the neighborhood.
- (9) Accessory buildings will not adversely affect the character of the neighborhood.
- (10) The use shall meet the requirements of Article XXXIV, Farm Regulations.

B. Church, chapel, convent or similar religious institution, including rectory or parish house, provided that:

- (1) The coverage will not exceed 20%.
- (2) The site plan design shall not be detrimental to the neighborhood and side yards shall be not less than 20 feet each.
- (3) The lot depth and yard areas will conform to the standards set forth in this district, except as noted above.
- (4) The parking requirements shall be in accordance with all the regulations set forth in this chapter.

C. Professional and general offices, medical and legal offices, real estate and insurance offices. A residential use may be combined with any of the above uses in the same building, provided that the residential occupant is also the user of the office facilities. All of these conditional uses shall be subject to the following standards, which are in addition to any other standards for conditional uses set forth in other residential districts where such conditional uses are allowed by reference to the A Residence District:

- (1) Standards set forth in Subsection A(1) through (7) above.
- (2) All lots shall be directly adjacent to the roads listed below. Lots within the interior of a housing development shall not be considered for the conditional use.
Delsea Drive

- Blackwood-Barnshoro Road, from County House Road to Delsea Drive
- Egg Harbor Road
- Fish Pond Road
- Berlin-Cross Keys Road
- Black Horse Pike
- Woodbury-Turnersville Road
- County House Road, between Hurffville-Grenloch Road and the Camden County line at Lakewood
- Hurffville-Grenloch Road, from Delsea Drive to Hurffville Road
- Grenloch-Selina Road
- Hurffville-Cross Keys Road
- Fries Mill Road
- Williamstown-Blackwood Road
- Glassboro-Cross Keys Road
- Greentree Road, between Lantern Lane and Hurffville-Cross Keys Road
- Ganttown Road, between the Black Horse Pike and Hurffville-Cross Keys Road
- (3) Architectural standards set forth in § 285-108.
- (4) There will not be any noise and lighting situations adversely affecting adjacent residential properties.
- (5) A twenty-foot-wide setback shall be provided between any parking area and a property line, where such parking is directly adjacent to a preexisting residential dwelling or lot. Such setback shall be fenced and/or fully planted with a landscape buffer, as provided for in this chapter.
- (6) The applicable area and bulk standards shall be as set forth for the zoning district where the property is located.
- (7) One freestanding sign, not exceeding two square feet, is permitted. Facade signs are prohibited.
- (8) For the conversion of an existing building, the plan submitted may be considered a minor site plan if so classified by the Planning Board. All plans for the construction of a new building will be considered major site plans.
- (9) All buildings must have the front of the building facing the roads listed in Subsection C(2) above.

§ 285-25. Accessory uses.

Only the following accessory uses shall be permitted:

- A. Customary accessory residential uses, including private garages and utility sheds.
- B. Private swimming pools.
- C. Private greenhouses.
- D. Private gardens.

§ 285-26. Area and bulk regulations.

The following area and bulk regulations shall apply:

- A. Minimum lot size: 60,000 square feet.
- B. Minimum lot width: 150 feet.
- C. Minimum lot depth: 200 feet.
- D. Maximum lot coverage: 10%.
- E. Minimum front yard: 50 feet.
- F. Minimum side yards: 15 feet each.
- G. Minimum rear yards: 35 feet.
- H. Maximum building height: 35 feet.

§ 285-27. Other regulations.

All other applicable regulations of this chapter shall be followed as required.

ARTICLE XVII. NC Neighborhood Commercial District

§ 285-96. Permitted uses.

[Amended 3-8-2007 by Ord. No. 4-2007]

In any NC Neighborhood Commercial District, land, buildings or premises shall be used by right only for one or more of the following:

- A. Administrative offices.
- B. Bakery.
- C. Bank.
- D. Barber and beauty shops.
- E. Bookstore and stationery store.
- F. Clothing.
- G. Drugstore.
- H. Dry cleaning and laundry pickup shops.
- I. Dry goods and notions stores.
- J. Finance and loan agencies.
- K. Food market.

- L. Gift shop and florist shop.
- M. Hardware and sporting goods stores.
- N. Jewelry store.
- O. Library and museums.
- P. Medical and dental offices.
- Q. Newspaper and magazine sales.
- R. Post office.
- S. Radio, television and music stores, sales and service.
- T. Real estate and similar professional office.
- U. Restaurant, provided that no restaurant or similar use shall be conducted as a drive-

in service establishment or refreshment stand, sometimes called snack bar, dairy bar, hamburger stand or hot dog stand, where customers and patrons are served food and/or drinks for immediate consumption outside the building in which the business is conducted.

V. Self-service laundry.

W. Shoe store and repair.

X. Tailor and dressmaker shops.

Y. One apartment unit, provided that such use is in conjunction with the main business use, such as living quarters for a watchman. Such apartment shall be located above the main floors or in the rear of the business structure. An additional two parking spaces shall be provided for such apartment unit.

§ 285-97. Accessory uses.

Only accessory uses on the same lot with, and customarily incidental to, any of the above permitted uses shall be permitted.

§ 285-98. Area and bulk regulations.

The following area and bulk regulations shall apply:

A. Minimum lot size: 13,500 square feet.

B. Minimum lot width: 100 feet.

C. Minimum lot depth: 135 feet.

D. Maximum lot coverage: 35%.

E. Minimum front yard: 50 feet from all streets.

F. Side yards: 20 feet aggregate total with a minimum of eight feet, provided that when a written agreement is provided by adjoining property owners, no side yard shall be required between properties of separate ownership where two or more commercial uses abut side to side. In case of a series of abutting structures paralleling a public right-of-way, an open and unobstructed passage of at least 30 feet in width shall be provided at grade level at intervals of not more than 200 feet.

G. Minimum rear yard: 35 feet.

H. Maximum building height: 25 feet.

I. Maximum floor area: 20,000 square feet. [Added 3-8-2007 by Ord. No. 4-2007]

§ 285-99. Other regulations.

A. There must exist approved public water and public sewer systems, which shall be available to each unit prior to the issuance of the building permits.

B. All other applicable regulations of this chapter shall be followed as required.

C. For developments to be constructed over a period of years, a phasing plan shall be submitted as part of the preliminary plan for the entire concept.

D. The buildings, sizes, shapes, site positions and architectural design shall be considered along with the landscape and natural features.

§ 285-196. Off-street parking requirements.

- A. All off-street parking shall conform to the provisions of Chapter 199, Site Plan Review, and Chapter 220, Subdivision of Land, in addition to the requirements of this chapter. In addition, in order to preserve open space, the plans shall not show more than 105% of the minimum number of parking spaces required.
- B. Off-street parking spaces, open air or indoor, shall be provided with all new construction or the creation of new uses, as specified in this chapter, on the same lot as the use which they are intended to serve, except as provided in Subsection D below, and shall be furnished with necessary passageways and driveways providing efficient circulation and access to the nearest public street.
- C. Access aisles and driveways to parking areas shall be not less than 25 feet in width for ninety-degree parking. [Amended 3-12-2003 by Ord. No. 4-2003]
- D. Collective provision of required off-street parking area by two or more buildings or uses located on adjacent lots is permitted, provided that the total of such facilities shall not be less than the sum required for the various buildings or uses computed separately.
- E. All parking areas, passageways and driveways shall be surfaced with a lightly shaded asphalt or concrete acceptable to the Township Engineer, clearly marked for car spaces, except when provided in connection with agricultural or one-family residential uses, and shall be adequately drained, subject to the approval of the Township Engineer. Entrances and exits for all required parking facilities shall be located not less than 30 feet from the intersection of any two street lines, and the arrangement of off-street parking areas providing space for more than two vehicles shall be such that no vehicle would have occasion to back into a street.
- F. Adequate shielding shall be provided in connection with parking lots serving business or industrial uses to protect adjacent residential properties from the glare of both parking lot illumination and automobile headlights.
- G. Parking stalls shall be nine feet wide by 18 feet long for all uses except:
- (1) Parking at supermarkets shall use ten-foot-by-twenty-foot spaces. On sites where other uses share the parking lot, the ten-foot-by-twenty-foot spaces shall equal one space for each 250 square feet of supermarket.
 - (2) Parking spaces designated for use by the physically handicapped shall be 12 feet wide. The length shall be either 18 feet or 20 feet to be compatible with the adjoining nonrestricted spaces. Curb ramps shall be installed at these parking spaces.
 - (3) All lines and pavement markings designating parking spaces shall be painted with white traffic paint. Curbs along which parking is prohibited may be painted yellow. "No parking" areas, usually crosshatched, may be painted white or yellow.
- H. Any parking areas existing at the effective date of this chapter, June 25, 1979, shall not be subsequently reduced to an amount less than that required under this chapter. Off-street facilities for parking provided to comply with the provisions of this chapter shall not subsequently be reduced below the minimum requirements of this chapter.
- I. The following number of off-street parking spaces shall be provided as set forth below. The Planning Board, in its discretion, may require more parking spaces than

those required below. The Planning Board may also allow some parking spaces to be unimproved initially, provided that the physical space is shown on the plans where the unimproved parking spaces could be constructed at a future date if the need arises, as determined by the Planning Board.

Use	Off-Street Parking Spaces Required
All dwellings	2 per unit
Bowling alleys	2 for each lane
Employee parking for every use for which there are regular employees, in addition to the above requirements	1 for each 2 employees on the largest shift, unless other-wise specified
Funeral home	1 for each 3 seats devoted to assembly room purposes, but in no case less than 25 spaces
Hospitals	1.2 per bed plus 3 spaces for each 4 employees on a major shift
Hotels, motels, tourist homes, or rooming or boarding houses	1 per rental room
Industrial or manufacturing use establishment	3 spaces for every 4 employees
Kindergartens, private, or child nurseries	1 for each 1,000 square feet of floor area, plus adequate storage space for pickup and delivery. If the site is to be used as a co-op school, 1 additional space shall be provided for every 5 students. One space for each employee shall be provided.
Libraries and museums	1 for each 600 square feet of gross floor area
Medical and dental offices and clinics	1 for each employee plus 4 per doctor
Motor vehicle service stations	2, either within or without the structure, for each 200 square feet of floor or ground area devoted to repair or service facilities plus 1 space for each employee. In no case shall the spaces for permitted motor vehicle storage in conjunction with a service station be less than 5.
Offices, office buildings or banks	1 for each 400 square feet of floor area, exclusive of basement, if not used for office space
Restaurants, taverns, inns, diners, tea rooms	1 for every 4 seats
Retail store	1 for each 400 feet of floor area, exclusive of basement area, if not used for sale or display of merchandise, with a minimum of 3 spaces
Sanitoriums, nursing homes or other institutions for care of the ill or aged	1.2 per bed
Senior citizen housing	1 per unit; shuttle service and/or transit use

Copy of Proposed Deed for Easement

PREPARED BY: _____

August E. Knestant, Esquire

**Block 194.26, Lot 1
CR 630**

ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned,

DENISE C. SKOW AND STEPHEN W. SKOW, h/w,

Whose address is: **4 Palmer Court,
Sewell, NJ 08080,**

hereinafter called "Grantor",

is the owner in fee simple of certain lands and premises over which this easement passes; and in consideration of the sum of _____ DOLLARS and ZERO CENTS (\$ _____), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate unto the **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey, whose mailing address is 2 South Broad Street, Woodbury, NJ 08096 (hereinafter the "County"), it's successors, successors in title, assigns and designees, a perpetual easement across the Grantor's lands and premises for purposes that shall include, but not be limited to, the right to enter onto the hereinafter described lands and premises to construct, maintain, install, widen, alter, keep in good repair make any other changes, and access, a public road and utilities, including any and all appurtenances necessary and incidental thereto, as determined by the County. Said easement, and the rights hereunder, shall run with the land, and shall be binding upon Grantor, it's successors, successors in title, assigns and designees, and shall inure to the benefit of the County, it's successors, successors in title and assigns and designees. Said easement being in the Township of **Washington**, County of **Gloucester**, State of **New Jersey**, and more particularly described as follows:

ROAD EASEMENT PARCEL RE-11, including specifically all the land and premises located at about Station 218+50 (Egg Harbor Road (C.R.630), Right of Way Baseline Stationing), as indicated on a map entitled: "General Property Parcel Map for Phase I Reconstruction of Egg Harbor Road (C.R.630)", Block 194.26, Lot 1 (RE-11), Showing Existing Right of Way, Easements & Parcels to be acquired in the Township of Washington, County of Gloucester, Contract No 06-01FA, dated July 2011; prepared by McCormick Taylor and KMA Consulting Engineers, and more particularly described as follows:

BEGINNING at a point in the existing northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being in the division line of Lot 6.01 of Block 194.13 and Lot 1 of Block 194.26, said point also being 35.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 219+45.49 and running thence;

1. N 31° 33' 24" W (calculated), 100.45 feet (calculated), to a point of curvature, along said existing northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 35.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 218+45.04, thence;

2. Along a curve bearing to the right having a Radius of 20.00 feet (calculated), and an Arc Distance of 34.03 feet (calculated), to a point, in the existing southeasterly right-of-way line of Daytona Drive, said point being 25.00 feet, measured southeasterly from and at right angles to Daytona Drive, Right of Way Baseline at Station 10+60.41, thence;
 3. N 65° 55' 30" E (calculated), 8.46 feet (calculated), to a point, along said existing southeasterly right-of-way line of Daytona Drive, said point being 25.00 feet, measured southeasterly from and at right angles to Daytona Drive, Right of Way Baseline at Station 10+68.87 and running thence;
 4. Along a curve bearing to the left having a Radius of 23.00 feet (calculated), and an Arc Distance of 39.13 feet (calculated), to a point of tangency, in the proposed northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 40.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 218+49.11, thence;
 5. S 31° 33' 24" E (calculated), 97.21 feet (calculated), to a point, in the division line of Lot 6.01 of Block 194.13 and Lot 1 of Block 194.26, still along said proposed right-of-way line of Egg Harbor Road (C.R. 630), said point being 40.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 219+46.32, thence;
 6. S 67° 56' 36" W (calculated), 5.07 feet (calculated), along said division line of Lot 6.01 of Block 194.13 and Lot 1 of Block 194.26, to the point and place of beginning.
- CONTAINING** 654 square feet, more or less.

BEING part of Lot 1, Block 194.26, on the current Tax Map of the Township of Washington.

BEING PART OF THE SAME LAND AND PREMISES conveyed to Denise C. Skow and Stephen W. Skow, h/w, from Harriet L. Cordero and Manuel A. Cordero, h/w, dated June 12, 1989, and recorded on June 15, 1989 in the Gloucester County Clerk's Office in Deed Book 1881 at Page 154 &c.

TOGETHER WITH the rights to all things necessary or incidental to effectuate the grant of the rights conveyed hereunder.

TO HAVE AND TO HOLD the above granted easement unto the County, its successors and assigns forever.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land, and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

In Witness Whereof, the Grantor(s) hereunto set their hands and seal on this ____ day of _____, 2012. If the Grantor is a corporation, the proper corporate officer has signed herein, and has caused its proper corporate seal to be affixed.

E & A Associates, LLC

Witness:

DENISE C. SKOW, Grantor

Witness:

STEPHEN W. SKOW, Grantor

STATE OF NEW JERSEY

:SS

COUNTY OF GLOUCESTER

BE IT REMEMBERED, that on this _____ day of _____, 2012, personally came before me, the Grantor, **Denise C. Skow and Stephen W. Skow**, h/w; and I am satisfied that they are the persons who signed the within instrument, they are authorized to sign the instrument, and they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed.

Notary

ROAD EASEMENT

Dated: _____, 2012

Denise C. Skow and Stephen W. Skow,
h/w,

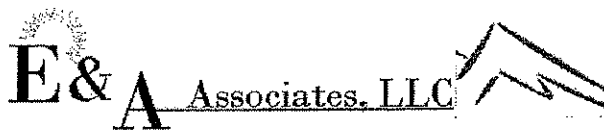
to

County of Gloucester.

**Record and Return to:
Clerk of the Board
Gloucester County Freeholders' Office
2 South Broad Street
Woodbury, NJ 08096**

Copy of Certified Letter

Albert R. Crosby, CTA, NJ SCGREA*



109 Appaloosa Way
Sewell, New Jersey 08080

Phone: (609) 922-4815
Fax: (856) 582-4711

albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

June 8, 2012

Denise C. & Stephen W. Skow
4 Palmer Court
Sewell, NJ 08080-1614

**Re: Property Acquisition Appraisal
Block 194.26, Lot 1
2 Daytona Ave
Washington Township, Gloucester County, New Jersey**

To Whom it may concern:

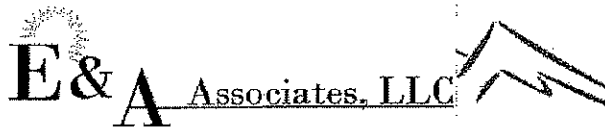
Our firm has been engaged by the County of Gloucester Engineering Department to determine the fair market value of your property for a partial taking. The appraisal will be used by the County of Gloucester to provide just compensation for the proposed taking area.

We would like to offer you the opportunity to accompany us during our property inspection, so that you may disclose any important information about your property. Additionally, it would be helpful if you could provide any of the applicable items detailed on the enclosed list.

Please contact Al Crosby either by phone at (609) 922-4815 or email (albertcrosby@comcast.net) to coordinate an inspection appointment as soon as possible.

Sincerely,
E & A Associates, LLC

Albert R. Crosby, CTA
NJ SCGREA #42RG00222000



Albert R. Crosby, CTA, NJ SCGREAA*

109 Appaloosa Way
Sewell, New Jersey 08080

Phone: (609) 922-4815
Fax: (856) 582-4711
albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

Property Appraisal Exhibit Request

Please provide any of the following information that is applicable and available. We are in need of these exhibits for our analysis.

- 1) Copy of most recent Deed
- 2) Provide the Agreement of Sale, Deed, and/or settlement sheet for your acquisition of the property if made within the past 5 years.
- 3) Information on any Purchase Offers that have been made on the property during the past three years and if the property is currently for sale.
- 4) Copy of any approvals received to date from local, county, or other governing authorities.
- 5) Any other information that you believe should be considered in the appraisal of this property.

Please forward a copy of any of the above applicable items to:

E & A Associates
109 Appaloosa Way
Sewell, NJ 08080

You could also fax a copy of any of the above to 856-582-4711.

SENDER - COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>1. Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>4. Article Addressed to:</p> <p>Denise C. and Stephen W. Skow 4 Palmer Court Sewell, NJ 08080-1614</p>	<p>A. Signature</p> <p><i>Paul Skow</i></p> <p>B. Restricted by / Printed Name</p> <p>Paul Skow</p> <p>C. Date of Delivery</p> <p>6-12-12</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p>E. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>2. Article Number</p> <p>(Transfer from service label)</p> <p>7011 1570 0003 2943 4544</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt</p>	

Qualifications of

Albert R Crosby, Jr., CTA

Professional Position

Principal of the company E & A Associates, LLC; specializing in real estate appraisal and consulting services for all property types and for a variety of purposes including financing, condemnation, ad valorem, matrimonial, and estates. The firm concentrates its work throughout the State of New Jersey.

I have a B.S. in Accounting from Elon University and extensive experience and knowledge of the Southern New Jersey Region including but not limited to Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, and Salem Counties.

Senior Appraiser with Insight Appraisal Group, LLC; specializing in real estate appraisal and consulting services for all property types and for a variety of purposes including financing, condemnation, ad valorem, matrimonial, and estates.

Professional Affiliations & Licenses

Certified General Appraiser (#42RG-00222000), State of New Jersey

Certified Tax Assessor (CTA), State of New Jersey

Associate Member of the Appraisal Institute

Professional Experience

8/07 – Present Senior Appraiser with Insight Appraisal Group in Washington Township, New Jersey

2/03 – 7/07 Researcher and Analyst with the firm of J. McHale & Associates, Inc. in Mt. Laurel, New Jersey

Education

B.S., Accounting, Elon University, Elon College, North Carolina

Profession Related Courses & Seminars

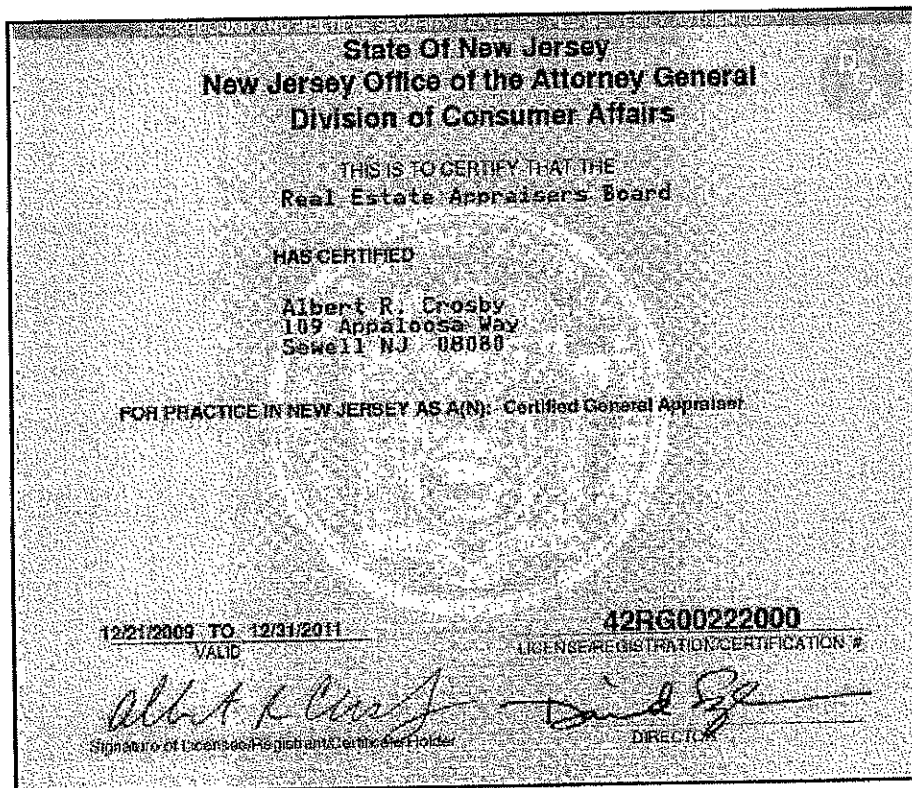
November 2010	Report Writing, Appraisal Institute
December 2009	Advanced Applications, Appraisal Institute
May 2007	General Market Analysis/Highest & Best Use, Appraisal Institute
November 2005	Advanced Sales Comparison & Cost Approaches, Appraisal Institute
January 2005	Advanced Income Capitalization, Appraisal Institute
October 2005	15-Hour National USPAP, Appraisal Institute
March 2004	Basic Income Capitalization, Appraisal Institute
May 2003	Appraisal Procedures, Appraisal Institute

March 2003

Appraisal Principles, Appraisal Institute

Other

Acting Board Member of a local non-profit serving the needs of the physically and mentally disabled.



32
COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-07166

DATE August 06, 2012

C-04-09-013-165-13204

(\$8,200.00)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$8,200.00 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION:

Property Purchase, Acquisition of Property (R.O.W. - RE-11), in association with the Reconstruction of Egg Harbor Road, CR630 from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County, Federal Project No. STP-4048(105)ROW. Engineering Project #06-01FA from Denise C. Skow & Stephen W. Skow, Block 194.26, Lot 1.

VENDOR: Denise C. Skow & Stephen W. Skow

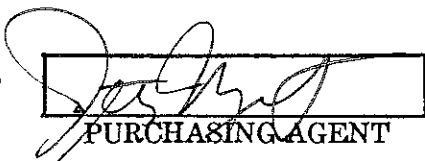
ADDRESS: 4 Palmer Court

Sewell, NJ 08080


DEPARTMENT HEAD APPROVAL

Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED


PURCHASING AGENT

☐ RETURNED TO DEPARTMENT
☒ NOT APPROVED

DATE PROCESSED

8-10-12

Meeting Date: August 22, 2012

B3

**RESOLUTION AUTHORIZING A CONTRACT FOR A PROPERTY NEGOTIATOR
WITH RONALD K. BUTCHER IN AN AMOUNT NOT TO EXCEED \$30,000.00, PER
RFP-012-044**

WHEREAS, the County of Gloucester (hereinafter the "County") has determined that the County has a need for negotiation services in the form of negotiations with property owners on behalf of the County, relative to acquisitions by the County of properties, and property rights and interests, including, but not limited to, road easements, drainage easements, sight easements, and such other property interests, on an "as needed" basis for County projects; and

WHEREAS, the County requested proposals for negotiation services, via RFP-012-044, from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based upon the established criteria, concluded that Ronald K. Butcher, with offices at 135 West Jersey Avenue, Pitman, NJ 08071, made the most advantageous proposal to provide the said services to and for the County; and

WHEREAS, it is the recommendation of the County's Purchasing and Engineering Departments that a contract be awarded to Ronald K. Butcher for negotiation services based upon his proposal; and

WHEREAS, the recommended contract would be an open ended contract for estimated units of service, for an amount not to exceed \$30,000.00; and,

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, as the contract is open-ended; but prior to any purchase being made pursuant to the contract, a Certificate of Availability must be obtained from the Treasurer of the County certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, are hereby authorized and directed to execute a contract between the County and **Ronald K. Butcher**, for the provision of negotiation services in accordance with RFP-012-044, for an amount not to exceed \$30,000.00 for the period beginning August 22, 2012, and concluding August 21, 2013; and

BE IT FURTHER RESOLVED that prior to any purchase being made for services rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of the County certifying that sufficient monies are available at that time for that particular purpose, and identifying the line item from the County Budget out of which said funds will be paid; and

BE IT FURTHER RESOLVED that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, August 22nd, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B3

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
RONALD K. BUTCHER**

THIS CONTRACT is made effective this 22nd day of **August, 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **RONALD K. BUTCHER**, with offices at **135 W. Jersey Avenue, Pitman, NJ 08071**, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for services regarding negotiations with property owners relative to the acquisition by the County of property rights and interests, on an as-needed basis for County projects; and

WHEREAS, Contractor represents that he is qualified to perform said services, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing **August 22, 2012**, and concluding on **August 21, 2013**.
2. **COMPENSATION.** Contractor shall be paid an amount not to exceed Thirty Thousand Dollars (\$30,000.00), based upon the rate schedule, and hourly rates, as set out in the Contractor's proposal submitted in response to County RFP-012-044 dated July 13, 2012 (hereinafter the "Proposal").

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever under this Contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Proposal, and in the **RFP-012-044** issued by the County (hereinafter the "RFP"), both of which are incorporated herein in their entirety by reference, and made a part of this Contract.

Contractor agrees that he has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the RFP, which are incorporated herein by reference.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general

Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions, if any, set forth in the **RFP**.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees

to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, and the RFP and Proposal, both of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the RFP, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the RFP and the Proposal, then this Contract or the RFP shall prevail, as applicable.

THIS CONTRACT is effective as of this 22nd day of **August, 2012.**

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

RONALD K. BUTCHER

By: _____

(Please Print Name)

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BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP -012-044 - Real Property Negotiator– Ronald K. Butcher

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A.	Proposal contains all required checklist information All required documentation received <u>5</u> points	5
B.	<u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> - Very qualified as our current negotiator. <u>25</u> points	24
C.	<u>Relevance and Extent of Similar Engagements performed</u> Continues as our current provider in numerous County engagements with successful outcomes. <u>25</u> points	24
D.	<u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Provides realistic description of negotiator process. No other staff listed. <u>25</u> points	24
E.	Reasonableness of Cost Proposal Very descriptive for project requested. Provides a flat fee for negotiation at 775.00 or 95.00 / Hr for in office and \$110.00 for out of office services. <u>20</u> points	14
TOTALS		91

B24

**RESOLUTION AUTHORIZING A UTILITY EASEMENT AGREEMENT BETWEEN
THE COUNTY AND ATLANTIC CITY ELECTRIC COMPANY FOR A UTILITY
EASEMENT ACROSS THE COUNTY OWNED PROPERTY KNOWN AS BLOCK 53,
LOT 12, IN THE TOWNSHIP OF WASHINGTON**

WHEREAS, the County of Gloucester (hereinafter the "County") owns a property at the intersection of Hurffville-CrossKeys Road (CR654), and Greentree Road (CR 651), in the Township of Washington, which is known as Block 53, Lot 12 on the official tax map (hereinafter the "Property"); and

WHEREAS, Atlantic City Electric Company (hereinafter the "Atlantic") is the electric service provider in the Washington Township area; and thereby maintains above-ground and underground cables, poles, conduit, and other facilities to provide said services; and

WHEREAS, Atlantic desires to relocate certain utility lines in Washington Township in order to enhance service to its customers, but requires a utility easement across the Property in order to undertake the said relocation; and

WHEREAS, it is the interest of the County residents receiving service from Atlantic that the County grant to Atlantic the utility easement it needs across the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and Clerk of the Board, be and are hereby authorized and directed to execute the Utility Easement Agreement with the Atlantic, which is attached hereto, conveying a utility easement to Atlantic across the Property, in order to facilitate Atlantic's relocation of utility lines and facilities.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday August 22, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B4

Block 53, Lot 12

Prepared By Atlantic City Electric Company
& Return to: Right of Way Department
5100 Harding Highway
Mays Landing, NJ 08330

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day _____, 20____, between COUNTY OF GLOUCESTER "Grantor" and ATLANTIC CITY ELECTRIC COMPANY, a New Jersey Corporation with an office at 5100 Harding Highway, Mays Landing, New Jersey 08330 and VERIZON NEW JERSEY, INC., a New Jersey Corporation with an office located at 540 Broad Street, Newark, New Jersey 07101, hereinafter referred to as "Grantees."

WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of New Jersey, the County of Gloucester, which land abuts Hurffville -- Crosskeys Road, Washington Township,

For and in consideration of the payment by Grantees of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantees a perpetual easement and right of way and agrees as follows:

1. Grantees shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC and COMMUNICATIONS, and other appropriate facilities, and accessories and appurtenances thereto to extend Grantees' systems and to provide services to Grantees' service areas; including any other cables, conduits, fibre optic cables and wires on, over, under and across Grantor's land which may become necessary to provide such services as shown on Drawing No. 5593797.
2. The facilities installed pursuant to this agreement shall remain the property of Grantees and all maintenance, repairs and removals of said facilities shall be the responsibility of Grantees.
3. Grantees shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Grantees' facilities.
4. Grantees shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Grantees.

- 7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Grantees shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
- 8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Grantees and their respective heirs, personal representatives, administrators, successors and assigns.
- 9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
- 10. Grantees' utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

As agent on behalf of Grantees, I certify that this document was prepared by Grantees.

Michael M. Powers
Name: Michael M. Powers
Title: Sr. Real Estate Representative

WITNESS our hands and seals the day and year aforesaid.

ATTEST: (AFFIX CORPORATE SEAL)

CORPORATE GRANTOR:

COUNTY OF GLOUCESTER

Type Name: _____
Title: _____

By: _____ (SEAL)
Type Name: _____
Title: _____

STATE OR COMMONWEALTH OF
COUNTY OF

)
) SS
)

BE IT REMEMBERED, that on the _____ day of _____, 20_____, personally came before me, a notary public, the within named Grantor, _____, party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

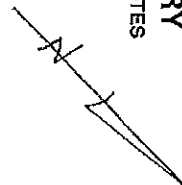
Notary Public

Notary
Seal/Stamp Here

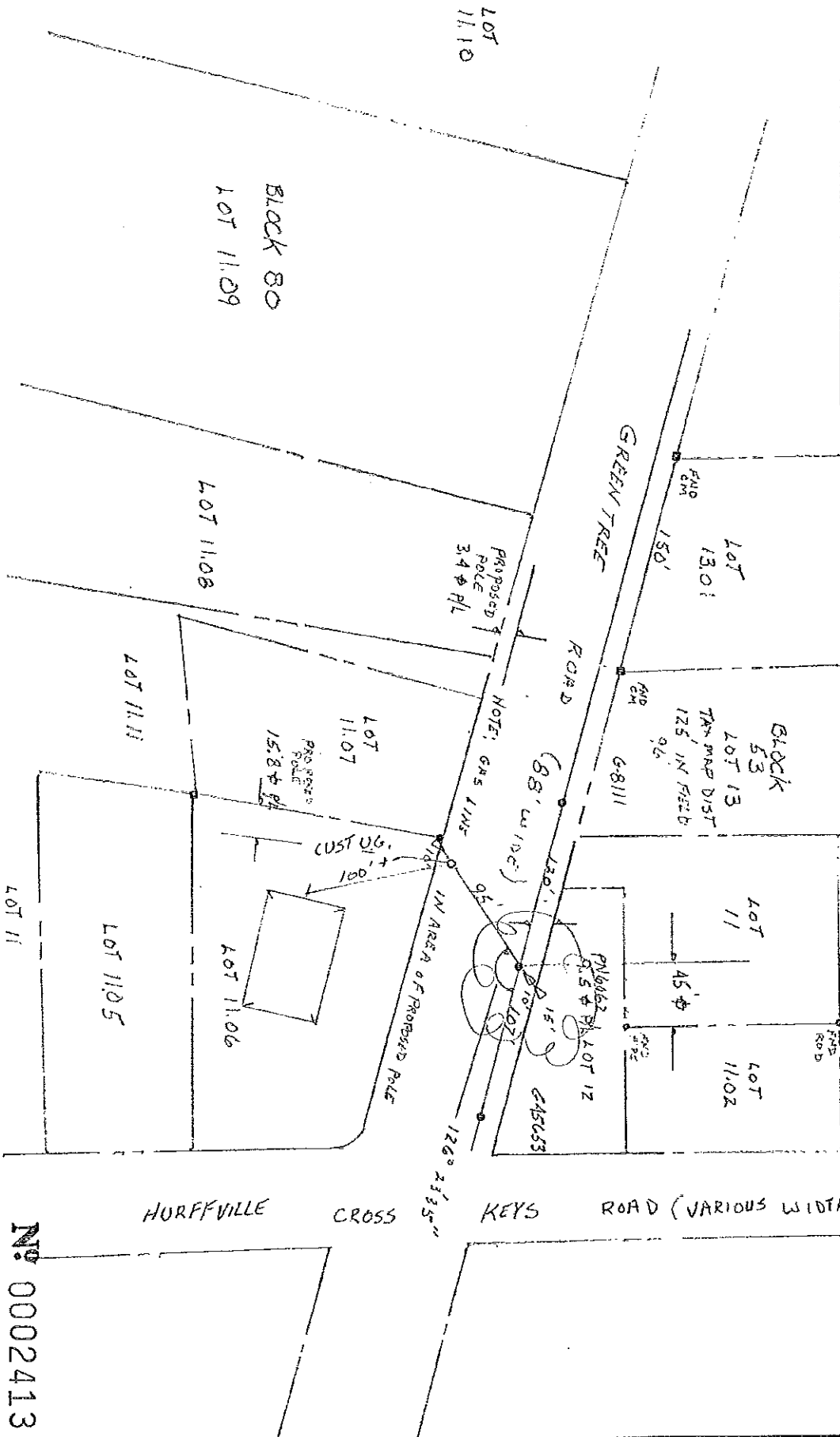
ENGINEER SAMUEL HOLDER
SURVEY DATE 5-30-12
SURVEY LEADER STUBBS
TRANSITMAN 2
SURVEY ASST 2
TO RW DEPT: X
TO TREE TRIMMING:
TO DISTRICT:
TO UNDERGROUND:

ATLANTIC CITY ELECTRIC
POWER DELIVERY
FIELD SURVEY SKETCH NOTES

NORTH ARROW



TAX LOT 12 BLOCK 80 SHEET 1103
DISTRICT WASHINGTON TWP
COMMUNITY
DISTRICT 61A553020
MAP SECTION
JOB ORDER 5593797
REV. DATE
MAN HOURS 1.4



No 0002413

BK

DB2739-P004

DEED

073212

Date This deed is made on Jan. 31, 1997 between
Parties Grantor (Seller) ✓ Barry Roberts and Diane Roberts, Husband and Wife
Address 279 Greentree Road, Sewell, NJ 08080
Grantee THE COUNTY OF GLOUCESTER, a Body Politic and Corporate of the State of New Jersey
Address 1 North Broad Street, Woodbury, NJ

Grantee

Consideration \$ 185000.00 Exempt Code: E
County 0.00 State 0.00 K.P.M.R.F. 0.00 Total 0.00
Date: 02/25/1997

(The words "Grantor" and Grantee" include all Grantors and all Grantees under this Deed.)

Consideration In return for the payment to the Grantor by the Grantee the sum of One Hundred Five Thousand Dollars(\$105,000.00)
Conveyance the Grantor grants and conveys to the Grantee all the land and premises located in the Township of Washington, County of Gloucester and State of New Jersey, specifically described as follows:

Description of Land SEE SCHEDULE "A" ATTACHED

This deed was prepared for the State by Gil Toth
Gil Toth

DB2739-P036

Covenant as to
Grantor's Acts

The Grantor covenants that the Grantor has
done no act to encumber the property.

Receipt of
Consideration

The Grantor acknowledges receipt of full
payment, due under the terms of the contract,
for the property and acknowledges it to be
sufficient and proper consideration for the
transfer of the ownership.

Signature

The Grantor signs this Deed on the first
date above.

Signed, and delivered
in the presence of:

✓ Barry Roberts
Barry Roberts
✓ Diane Roberts
Diane Roberts

Michael Callahan
(Print name of signer below signature)

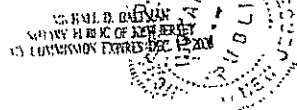
STATE OF NEW JERSEY

COUNTY OF Gloucester) SS:

I CERTIFY, that on Jan. 31, 1997,
Barry Roberts and Diane Roberts, Husband and Wife, personally came before me and
acknowledged under oath, to satisfaction, that this person (or if more than one,
each person):

- (a) is named in and personally signed this Deed;
- (b) signed and delivered this Deed as his or her act and deed;
and
- (c) made this Deed for \$105,000.00 as the full and actual
consideration paid or to be paid for the transfer of title.
(Such consideration is defined in N.J.S.A. 46:15-6.)

Michael Callahan
(Print name and title below signature)



DB2739-P087

Route 651, Section 2, Parcel 283, X283B

DEED

BARRY ROBERTS AND DIANE ROBERTS,
Husband and Wife

TO

THE GCOUNTY OF GLOUCESTER

Dated: Jul 31, 1997

State Highway Route No. 651

County.....GLOUCESTER...

In compliance with the statute I have pro-
cessed an abstract of the within to the
assessor of the taxing district therein
mentioned.

JOSEPH J. HOFFMAN
COUNTY CLERK

Record and Return to:

NEW JERSEY
DEPARTMENT OF TRANSPORTATION
1035 PARKWAY AVENUE
TRENTON, NEW JERSEY 08625
TITLE BUREAU
CN 616

Consideration : \$ 189,000.00 Exempt Code E

	State	N.P.M.F.	Total
County	8.00	9.00	17.00
County	8.00	9.00	17.00
Date: 9/25/1997			

97 05097

97 FEB 27 AM 11:49

RECORDED
OF RECORDS

B5
revised

**RESOLUTION TO APPROVE A CONTRACT WITH THE POWER
EQUIPMENT COMPANY TO DISASSEMBLE, EVALUATE, REPAIR AND
REASSEMBLE THE COUNTY'S EMERGENCY PORTABLE GENERATOR
STORED AT THE BOARD OF ELECTIONS FOR A TOTAL CONTRACT
AMOUNT OF \$35,135.48 PURSUANT TO N.J.S.A. 40A:11-6.**

WHEREAS, the County's portable generator units must remain operational at all times for use in emergencies and natural disasters as well as for use by the Office of Elections during election cycles in case of a power outage; and

WHEREAS, when the unit at the Gloucester County Office of Elections required expedited maintenance and repair, an emergency contract was necessary to have the generator returned to operational status with dispatch, and all conditions were met, including adequate written notification made to the County Purchasing Agent pursuant to N.J.S.A. 40A:11-6(a); and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$35,135.48 pursuant to CAF#12-07427, which amount shall be charged against budget line item #C-04-08-018-310-18226.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester hereby approve the above described emergency contract with The Power Equipment Co., for a total contract amount of \$35,135.48 for the evaluation and all replacement parts and labor costs associated with the repair of this essential piece of equipment, and the Director and the Clerk of the Board are hereby authorized to execute said contract on behalf of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 22, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B5
revised

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
POWER EQUIPMENT COMPANY**

THIS CONTRACT is made effective the _____ day of _____, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **POWER EQUIPMENT COMPANY**, with offices at 1259 N. Church Street, Building 2, Moorestown, NJ 08057, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County's portable generator units must remain operational at all times for use in emergencies and natural disasters as well as for use by the Office of Elections during election cycles in case of a power outage; and

WHEREAS, when the unit at the Gloucester County Office of Elections required expedited maintenance and repair, an emergency contract was necessary to have the generator returned to operational status with dispatch, and all conditions were met, including adequate written notification made to the County Purchasing Agent pursuant to N.J.S.A. 40A:11-6(a); and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Due to the emergent nature of this Contract services have been rendered.

2. **COMPENSATION.** Contractor shall be compensated the total contract amount of \$35,135.48, inclusive of all necessary parts and labor.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The Contractor will disassemble, evaluate, repair and reassemble the County's emergency portable generator stored at the Board of Elections.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this

Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or the Request for Proposal, whichever the case may be, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said

insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

THIS CONTRACT is dated this _____ day of _____, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

POWER EQUIPMENT COMPANY

BY: _____

Please Print Name

21

RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR A TOTAL AMOUNT OF \$300,000.00 IN PREVENTION AND IN-HOME FAMILY PRESERVATION SERVICES FUNDING FOR A TERM FROM JULY 1, 2012 TO JUNE 30, 2013

WHEREAS, the New Jersey Department of Children & Families, Division of Family and Community Partnerships has made available the amount of \$300,000.00 in Prevention and In-Home Family Preservation Services funding; and

WHEREAS, the County of Gloucester desires to enter into this grant agreement with the New Jersey Department of Children and Families, Division of Family and Community Partnerships for the Abuse and Neglect Prevention and In-Home Family Preservation Services Grant; and

WHEREAS, the funding will provide prevention Services (Food, Rental Assistance, Mortgage Assistance, Utility Assistance, etc.) and In-Home Family Preservation services to eligible Gloucester County families; and

WHEREAS, this funding was allocated to a county 501(c) 3 not for profit agency thru a competitive contracting process using RFP -12-043; and

WHEREAS, this grant agreement is for a total amount of \$300,000.00, for a term from July 1, 2012 to June 30, 2013.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of Board and the Clerk of the Board are hereby authorized to execute any and all documents relative to the acceptance of the Abuse and Neglect Prevention and In-Home Family Preservation Grant from the State of New Jersey Department of Children and Families, Division of Family and Community Partnerships to provide prevention Services (Food, Rental Assistance, Mortgage Assistance, Utility Assistance, etc.) and In-Home Family Preservation services to eligible Gloucester County families for a total amount of \$300,000.00, for a term from July 1, 2012 to June 30, 2013.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 22, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



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BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Calvin Mc Farland

DEPARTMENT: Human Services

GRANT TITLE: Prevention Services

DATE: August 9, 2012

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed
Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]

Grants Coordinator

FREEHOLDER MEETING: August 22, 2012

New Jersey Relay Service – 711
Gloucester County Relay Service
(TTY/TTD) – (856)848-6616



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES
Division of Child Protection and Permanency
Southern Business Office
5218 Atlantic Avenue, Suite 204
Mays Landing, NJ 08330
(609) 625-4913

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ALLISON BLAKE, PH.D., L.S.W.
Commissioner

Ms. Lisa Cerny, Director
Gloucester County Department of Human Services
115 Budd Boulevard
Route 45 & Budd Boulevard
Woodbury, NJ 08096

Re: Contract Number 13YTHP

Dear Ms. Cerny:

Enclosed is a new contract package that includes enclosed forms and/or mechanisms to obtain the Standard Language Agreement, Annex A and B and/or B-2, Schedule of Estimated Claims, Donor Agreement(s), Contract Renewal Checklist, Business Associate Agreement, Affirmative Action Forms.

State Law (PL2001, c.134) requires that all contractors and sub-contractors with state, county and municipal agencies provide proof of registration with the Department of Treasury, Division of Revenue. Please include proof of your business registration with your package. Information regarding proof of registration can be found at www.state.nj.us/treasury/revenue/proofreg.htm.

If applicable to your contract, included with this contract renewal is a copy of the Business Associates Agreement. Under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Office of Children's Services, as a covered entity, is required to establish a formal Business Associates Agreement with contract providers who share or disclose protected health information. Please sign and return the Business Associate Agreement with your contract renewal package.

Information Memorandum P91-2 explains necessary documentation for affirmative action compliance. Information Memorandum P91-2 can be viewed at www.state.nj.us/humanservices/ocpm/policies/Information%20Memoranda/IM%20P91-2.pdf. Prior to awarding any social services contract, the Department of Children and Families must ensure that all contract renewal packages include copies of at least one of the following affirmative action documents:

- ★ A Federal Affirmative Action Plan approval – Which is a valid letter from the Office of Federal Contract Compliance Programs. Include a photo copy in the contract renewal or

- * A Certificate of Employee Information Report – This is a certificate from the State Treasurer's Office. Include a photocopy in the contract renewal or
- * An Affirmative Action Employee Information Report, Form AA-302 This form can be found at www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf. The instructions for the AA302 can be found at www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf. The original forms should be submitted to the Division of Contract Compliance & Equal Employment Opportunity. Include a photocopy in the contract renewal.

In the event that your contract may require future modifications, the Department of Children and Families Policy Circular P1.10 covering such modifications can be found at http://www.state.nj.us/humanservices/ocpm/contract_manuals.htm, the site of the policy manuals.

Please complete the renewal forms and return all requested material to me by Monday, November 28, 2011. Please be mindful that funding cannot be released until each and every contract document is executed. Therefore, you should endeavor to submit all the required renewal package documents in a timely manner. If you anticipate your renewal will be late, be certain to contact me immediately.

If you have any questions concerning this renewal, please contact me at (609) 625-4913 extension 3031.

Sincerely,

Danielle L. Weinberg-Williams
Contract Administrator
Southern Business Office

Enclosures

DEPARTMENT OF CHILDREN AND FAMILIES
SCHEDULE OF ESTIMATED CLAIMS
THIRD PARTY CONTRACTS

✓	ORIGINAL MOD#
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DIVISION: DFCP ORG CODE:

PROVIDER NAME: Gloucester Co. DHS/HSAC CONTRACT NO.: 13YTHP CONTRACT PERIOD: July 1, 2012 TO June 30, 2013

SERVICE PERIOD MONTH/YEAR	COMPONENT # Prevention Planning APU:	COMPONENT # [ENTER Program Name] APU:	COMPONENT # [ENTER Program Name] APU:	COMPONENT # [ENTER Program Name] APU:	COMPONENT # [ENTER Program Name] APU:	ESTIMATED CLAIM	
						MONTHLY	YTD
July-12							
August-12	\$25,000.00					\$25,000.00	\$25,000.00
September-12	\$25,000.00					\$25,000.00	\$50,000.00
October-12	\$25,000.00					\$25,000.00	\$75,000.00
November-12	\$25,000.00					\$25,000.00	\$100,000.00
December-12	\$25,000.00					\$25,000.00	\$125,000.00
January-13	\$25,000.00					\$25,000.00	\$150,000.00
February-13	\$25,000.00					\$25,000.00	\$175,000.00
March-13	\$25,000.00					\$25,000.00	\$200,000.00
April-13	\$25,000.00					\$25,000.00	\$225,000.00
May-13	\$25,000.00					\$25,000.00	\$250,000.00
June-13	\$50,000.00					\$50,000.00	\$300,000.00
TOTALS	\$300,000.00						

ORIGINAL CONTRACT CEILING

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AUTHORIZED PROVIDER SIGNATURE:

DATE:

CONTRACT SUPERVISOR SIGNATURE: _____ DATE: _____

EXPENDITURE SUMMARY:

<input type="checkbox"/> NONE	<input checked="" type="checkbox"/> MONTHLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> OTHER
<input type="checkbox"/> NON COST RELATED	<input checked="" type="checkbox"/> COST RELATED	ADVANCE PAYMENT: <input type="checkbox"/> NONE <input checked="" type="checkbox"/> MONTHLY	

REIMBURSEMENT:

REIMBURSABLE CONTRACT CEILING: \$300,000.00

**2012 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

**2012 Budget
Prevention Services**

6-299-01	Prevention Services	\$215,000
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The above services shall be described as, but not limited to the following:

Rental Subsidies

Temporary rental assistance may be authorized to resolve imminent or actual homelessness by enabling families to meet their shelter costs. The projected number of rental subsidies granted should be indicated.

Rent/Mortgages

This shall consist of the projected number of payments to be made on behalf of a tenant or home owner to the landlord or to the financial institution holding the mortgage, for either past use of the property or current use.

Utilities

This shall consist of payments made on behalf of an individual and/or family for the current or past usage of any utilities (gas, electric, water, etc.) associated with the client's principal place of residence.

Emergency Food

This represents food provided to a client. It includes, but is not limited to food baskets, food bags and food vouchers. The projected number of meals (**Not baskets, bags, or vouchers**) is to be provided.

Emergency Crisis Counseling

Counseling directed to stabilizing the client's mental coping ability.

Emergency Medical or Dental Care

Provision of medical or dental care outside a hospital by a person qualified to render care.

Miscellaneous Service Expenses

Sundry expenses that support a child's permanency, well-being and safety for the purchase of, but not limited to, car seats, recreational memberships and/or heating and automotive repairs.

6-299-02

Case Management Family Preservation Services

\$85,000

The above services shall be described as, but not limited to the following:

Case Management
The means by which social service agencies, through their direct care social service staff, address clients' needs through the development and management of a case plan. Case managers may provide, arrange and coordinate the delivery of appropriate services; monitor client/case progress; revise case planning as needed. Client involvement in the case plan is also managed through mutually established, goal-directed tasks with appropriate time frames.

Family Preservation Services
In home services program that provides family counseling, budgeting, parenting skills and crisis intervention services to families in their homes to prevent abuse, neglect and out of home placement of the children.

Department_____

Form C-2
Department Code _____
Submission Date _____
Revision Date _____

INTRODUCTION

The Gloucester County Human Services Advisory Council first began developing its plan by establishing a prevention services ad-hoc committee. The committee was made up of volunteers and HSAC members who had no affiliation with any of our non-profits or possible applicants for funding. This was done so that there would not have to be any conflict of interest during the plan's development.

The first step of this committee was to begin looking at data from the most recent comprehensive plans and needs assessments. The committee focused on the status of at-risk families, their service needs and service priorities established within those documents. The committee also looked at the most recent statistics from the Robin's Nest Differential Response Pilot program. This was done to determine if any current trends existed. Trends such as family size, head of households, household geographic location and services provided, etc.

GLOUCESTER COUNTY'S FAMILIES AT RISK

Upon examination of the data gathered, the committee determined that our families tend to be single parent female head of households with two dependent children.

Although many of these families were TANF (Temporary Assistance to Needy Families) eligible, most had used up their housing assistance allotment or had been sanctioned and could not receive public assistance. A smaller percentage of our families at risk were at the other end of income eligibility, either as working poor families or families that did not qualify for any type of public assistance.

For those who were still receiving housing benefits, many still had other needs, stressors or behaviors that, left unresolved, could result in neglect or abusive behaviors.

Every municipal area was represented. However, there were locations such as Woodbury, Glassboro, Williamstown, Clayton, Deptford, West Deptford and Paulsboro that had higher concentrations of need.

Services provided were broken in two areas of concern. Those that addressed immediate threats to the well-being of the home such as Rent/Mortgage Assistance, Utility Assistance and Food assistance. And those that addressed the underlying problems facing our families. Services such as Case Management, Parenting Skills Development, Budgeting and Income Maintenance and Counseling Services.

PUBLIC INPUT

The next step of our committee was to then hold two public hearings. The purpose of the public hearing was to hear from residents and providers directly. Specifically, they wanted

to know what prevention services the public felt would best prevent abuse and neglect within our at risk families.

Testimony from the public hearing not only confirmed our data findings but also strongly indicated additional areas of concern which must be addressed. The most important of these would be the need to provide services in the home. Case Management, Parent Skills, Counseling and Budgeting Skills are more effective in home because this is where our families feel most comfortable. They feel less threatened by the social services system and more receptive to changes that will benefit them over time.

Other services systems such as Recreational Services, Respite Services, Medical Treatment Services, Mental Health Services, Substance Abuse Prevention and Employment/ Employment Vocational Training Services must be linked to, and made available, to our families.

The committee was reminded that we must be attentive to needs of our teenage parents, as well as those households with members who are developmentally disabled. These populations must also be protected from abuse and neglect.

ADDRESSING THE NEED

In order to address the need of our at risk families, Gloucester County will design a Request for Proposal process to select a lead prevention services agency. This agency will operate under the following guiding principals:

1. Services that enrich the family such as Case Management, Counseling, Parent Skills, Income Maintenance and Budgeting must be provided in the family home.
2. Services must be delivered in a way that is respectful to the family. A way that is supportive and empowers the family to believe that success is possible and nurtures healthy child development.
3. Immediate threat services must be handled quickly, in order to stabilize the household.
4. Thinking "Outside the Box" on the part agency is encouraged. This thinking must support family success.
5. The agency must form linkages with other services systems such as Employment & Employment Vocational Training, Substance Abuse Treatment, Mental Health Treatment and Medical /Dental Treatment services.

Maximizing the effectiveness of the agency's efforts will require networking with the Gloucester County's HSAC (CEAS) Comprehensive Emergency Assistance System. In

particular networking with the G.C. Division on Social Services and our 501(c) 3 agencies which have been allocated SSH, SSH/TANF and Emergency Food and Shelter funding will of great importance.

Families who are TANF eligible but not receiving benefits and who are not in sanction or have not used up their housing allowance will be referred to the G.C. Division of Social Services for benefits. The lead agency will work with Social Services and the Family to meet needs which Social Services cannot fund or does not provide.

Those families who are eligible for the Emergency Food & Shelter Grant, SSH or SSH/TANF will be referred to 501(c) 3 agencies that have been allocated this funding for services. Due to the limitations of this funding, many of these non- profits must, in essence pool their prevention funding in order to meet the need of many of our residents, where a gap in needed assistance exists. The lead agency will be able to work with these families also, closing this gap if it exists.

Finally, for those families who are not eligible for any other type public assistance, the lead agencies prevention funding will be the assistance of last resort.

Again the provision of in-home services will be crucial to the family's belief that success is possible. Linking them with other services systems and assisting the family in addressing the underlying causes of abuse and neglect.

ADDITIONAL RESOURCES

The lead agency will also be expected to network with The Heart of Gloucester County and with Connected Mentoring Advocacy (CMA).

The Heart of Gloucester County is a one-stop resource providing information, resources and personalized support to overcome the many challenges facing today's families. Specifically, HGC provides one-on-one assistance to families via an in person consultation or via email, a dedicated phone line or an on-line chat line. Rather than calling dozens of numbers for assistance, Gloucester County families can now call ONE number to get the help they need. Through the resource specialists at the Heart of Gloucester County, families have access to up-to-date information, referrals to important services, free life-skills classes, fun family recreational activities and more.

Heart of Gloucester County is a collaborative of local non-profits working together as a team to help struggling families on the path to building self sufficiency. People for People Foundation are the lead agency for the Heart of Gloucester County collaboration.

The Connected Mentoring Advocacy Initiative is a collaboration of community partner agencies that connect trained mentors and families. A mentor works with a family to set

goals and monitor their progress toward becoming more self-sufficient. This valuable service is free to Gloucester County families.

A trained and knowledgeable mentor will listen and advocate for families; help to set family goals; help to navigate social services and community resources; meet one-on-one each week to discuss challenges and find solutions; work with partnering organizations to help gain quicker access to benefits and services; as well as monitor the family's progress.

Families will develop improved life skills with the help of CMA through free educational workshops, including family strengthening; marriage strengthening; budget and financial coaching; in addition to employment and job readiness.

Connected Mentoring Advocacy Partners are:

Paulsboro Community Development Center (lead agency) • The Victory Group • Living Alternatives • Community Treatment Solutions • Center for Family Services • Volunteer Center of Gloucester County • CASA For Children of C.G.S. • Department of Corrections Gloucester County

Both of these initiatives are made possible by the generous support of the Pascale Sykes Foundation.

DATA COLLECTION & REPORTS

The need for data and reporting will be of great importance in gauging the success of this program. The lead agency will use the HMIS (Homeless Management Assistance System) to maintain data and generate reports, giving the agency the ability to adapt to changes in the service needs of our residents.

Since our SSH, SSH/TANF and Emergency Food & Shelter Grant recipients already make use of the HMIS system, the County and the HSAC will get more complete picture of the needs of our families for future planning purposes.

CONTRACT MONITORING

The lead agency will be monitored by the HSAC Monitoring committee using the Management Assistance Performance Standards.

Standard Language Document for Social Service and Training Contracts

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE, the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means one of the Department's social service or training Contracts with a Provider Agency. Terms and conditions of the Contract are included in the Standard Language Document, Annex(es), appendices, attachments and Contract Modifications (including any approved assignments and subcontracts) and supporting documents. The Contract constitutes the entire binding agreement between the Department and the Provider Agency.

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Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.09 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local

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laws, rules and regulations (collectively, "laws"), including but not limited to the following:

- a) State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b) The federal Civil Rights Act of 1964 (as amended);
- c) P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d) The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e) The federal Equal Employment Opportunity Act;
- f) Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; and
- g) The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.

Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign) and all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State Agency may Contract with a Provider Agency if the provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure

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to comply with this paragraph or the above referenced citation will result in cause for the Department to Terminate this contract.

Section 3.05 Set-Off for State Tax. Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer and Provider Agency, partnership or S corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness.

The amount of the set-off shall not allow for the deduction of any expense or other deductions that might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 Days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.06 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, during the performance of this Contract, the contractor (Provider Agency) agrees as follows:

- a) The contractor and any subcontractor(s) will not discriminate against any client, employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- b) Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c) The contractor will also take affirmative action to ensure that employees are treated during employment, without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. Such action shall include, but not be limited to the following:
 - Employment;

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- Upgrading;
 - Demotion, or transfer;
 - Recruitment or recruitment advertising;
 - Layoff or termination;
 - Rates of pay or other forms of compensation; and
 - Selection for training, including apprenticeship.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- e) The contractor and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f) The contractor and subcontractor(s) will send a notice to each labor union or representative or workers with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g) The contractor and subcontractor(s) agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- h) The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with N.J.A.C.17:27-5.2.
- i) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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- j) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable state and federal law and applicable state and federal court decisions.
- k) The contractor and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l) The contractor shall submit, after notification of award but prior to execution of a contract, a Certificate of Employee Information Report.
- m) The contractor and its subcontractors shall furnish such reports or other documents to the DCF from time to time in order to carry out the purposes of these regulations, and DCF shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.07 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.08 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- a) Accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- b) Records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards

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and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

- c) Effective internal control structure over all funds, property, and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- d) Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e) Accounting records supported by source documentation;
- f) Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g) Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

Section 3.09 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

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Section 3.10 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair, or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

Any subsequent Provider Agency, contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.11 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

IV. TERMINATION

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.01 Termination for Convenience by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' written advance Notice to the other party for any reason whatsoever.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status,

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and take any action(s) listed in accordance with Department Policy Circular DCF.P9.05, Contract Default. Notice shall follow the procedures established in the Policy.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of Section IV or policy DCF.P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.09 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et. seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may:

- a) Approve the assignment and continue the Contract to term;
 - b) Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department;
- or

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- c) Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex(es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Children and Families from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may terminate the Contract for Cause.

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Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power, or privilege under this Contract shall not waive that right, power, or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.06a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.06a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish, or otherwise use any work or materials developed under said contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or

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programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency agrees that this Contract is contingent upon the availability of funds.

Section 5.13 Collective Bargaining. State and federal law allows employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Children and Families are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Children and Families.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Children and Families, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions that include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for

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funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his

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official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

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CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 15 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY:	<div>(Signature)</div> <div>Robert M. Damminger</div>	BY:	<div>(Signature)</div> <div>Jewel Johnson</div>
TITLE:	<div>Freeholder Director</div>	TITLE:	<div>Business Manager-Southern Business Office</div>
PROVIDER AGENCY:	<div>Gloucester County H.S.A.C.</div> <div>(Type)</div>	DEPARTMENTAL COMPONENT:	<div>DCF/DCP&P</div>
DATE:		DATE:	
Contract Effective Date:		<div>July 1, 2012</div>	
Contract Expiration Date:		<div>June 30, 2013</div>	
Contract Number:		<div>13YTHP</div>	
Contract Ceiling:		<div>\$300,000</div>	
Federal ID#:		<div>21-6000660</div> <div>Calvin McFarland</div>	
Provider Contact Individual:		<div>(Print Name)</div>	

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 11AQHS
between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—H.S.A.C.

This Business Associate Agreement sets forth the responsibilities of Gloucester County Department of Human Services – H.S.A.C. with an address of _____ and the New Jersey Department of Children and Families, Division of Youth and Family Services, as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is an Amendment to the Underlying Contract between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract.

A. Definitions:

1. The terms specified below shall be defined as follows:

- a. *Agreement*: "Agreement" shall mean this Business Associate Agreement Amending the Underlying Contract.
- b. *Designated Record Set*: "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- c. *Individual*: "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- d. *Notice of Privacy Practices*: "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- e. *Privacy Rule*: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- f. *Protected Health Information (PHI)*: "PHI" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- g. *Record*: "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
- h. *Required by Law*: "Required by Law" shall have the same meaning as in 45 CFR 164.501.

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- i. *Secretary*: “Secretary” shall mean the Secretary of the United States Department of Health & Human Services or his/her designee.
 - j. *Underlying Contract*: “Underlying Contract” shall mean the agreement between Covered Entity and Business Associate for Prevention Planning, designated as Contract 13YTHP.
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. *Permitted Uses*. Business Associate may use PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract and this Agreement, provided that such use would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
2. *Specified Permitted Disclosures*. Business Associate may further disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract, or for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
3. *Nondisclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Contract, or as Required by Law. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
4. *Safeguards*. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate’s operations and the nature and scope of its activities.
5. *Duty to Mitigate*. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

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6. *Duty to Notify of Improper Use or Disclosure.* Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security or intrusion.
7. *Business Associate's Agents.* Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. *Access.* Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. *Amendment.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526 or the Underlying Contract, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. *Appeals from Denial of Access or Amendment.* Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. *Internal Practices.* Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. *Duty to Document Disclosures.* Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. *Retention of Protected Information.* Notwithstanding the provisions of Section G of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the

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information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

14. *Audits, Inspections, and Enforcement.* In addition to any rights of Covered Entity's rights in the Underlying Contract to review, inspect or audit all records, Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section H of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

C. Obligations of Covered Entity: Provision for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. *Safeguards.* Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. *Limitations in Notice of Privacy Practices.* In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. *Revocations of Permission.* Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. *Request for Restrictions.* Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the

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Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement

1. *Term.* This Agreement shall be effective as of 4/14/03 and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
 - a. *Opportunity to Cure.* Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify and if Business Associate does not cure the breach or end the violation upon such terms and conditions as Covered Entity has specified. Covered Entity may terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below;
 - b. *Termination of Underlying Contract.* Immediately terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible; or
 - c. *Report to the Secretary.* If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. *Effect of Breach of this Agreement on Termination of the Underlying Contract.*
 - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
 - b. *Certification of Return or Destruction.* Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered

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Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.

- c. *Obligations in the Event of Inability to Return or Destroy.* In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.
2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.

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5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. *Amendment.* Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superceded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B(11), "*Internal Practices*", above, shall survive the termination of this Agreement or the Underlying Contract.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: Gloucester County Department of Human Services –
H.S.A.C.

P.O. Box 337

Woodbury, NJ 08096

Facsimile # (856) 384-6950

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Covered Entity: 1. Privacy Officer

 DCF HIPAA Privacy Officer
 Office of Licensing and Legal Affairs
 222 South Warren Street, 3rd Floor
 P.O. Box 729
 Trenton, NJ 08625-0729

Facsimile # 609-292-2547

 2. Office of Contract Administration

 50 E. State Street, 7th floor
 P. O. Box 717
 Trenton, NJ 08625-0717

Facsimile # 609-943-3001

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Business Associate:

Signature

Signature

Jewel Johnson

Robert M. Damminger

Printed Name

Printed Name

Business Manager

Freeholder Director

Title

Title

DCF/DYFS

Dept. of Human Services – H.S.A.C.

Department/Division

Agency

Date

Date

(Rev. 3/08)

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E2

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ROBINS' NEST INC. TO PROVIDE ABUSE AND NEGLECT PREVENTION SERVICES, FROM AUGUST 1, 2012 TO JULY 31, 2013 IN AN AMOUNT NOT TO EXCEED \$300,000.00

WHEREAS, the County of Gloucester has recognized the need for the provisions of Abuse and Neglect Prevention Services such as Case Management Services, In-Home Family Preservation Services, Emergency Food Assistance, Utility Assistance and Rent/Mortgage Assistance and other such services to Gloucester County families; and

WHEREAS, the County requested proposals, via RFP #012-043, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Robins' Nest Inc., with offices at 42 South Delsea Drive, Glassboro, New Jersey 08028, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$300,000.00, from August 1, 2012 to July 31, 2013 (with the option to extend for a (1) one year term contingent upon funding being made available), pursuant to the proposal submitted by the Contractor; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget; and

WHEREAS, the award of this contract is contingent upon the award and receipt of funds from the New Jersey Department of Children and Families, Division of Family and Community Partnerships for the Abuse and Neglect Prevention and In-Home Family Preservation Services Grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders, County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the contract with the Robins' Nest, Inc., for the provision of Abuse and Neglect Prevention Services, from August 1, 2012 to July 31, 2013, in an amount not to exceed \$300,000.00; and

BE IT FURTHER RESOLVED before any purchase being made or services rendered pursuant to the within award, a Certificate of Availability must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item of the County Budget from which said funds will be paid.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, August 22, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DI LELLA, CLERK

E2

**CONTRACT BETWEEN
ROBINS' NEST, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 22ND day of **August, 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Robins' Nest, Inc.**, of 42 South Delsea Drive, Glassboro, New Jersey 08028, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to contract for the provisions of Abuse and Neglect Prevention Services such as Case Management Services, In-Home Family Preservation Services, Emergency Food Assistance, Utility Assistance and Rent/Mortgage Assistance and other such services to Gloucester County residents, as more particularly set forth in **RFP-012-043**; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing August 1, 2012 and concluding July 31, 2013, as more specifically in RFP-012-043.
2. **COMPENSATION** Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$300,000.00, pursuant to the proposal submitted by the Contractor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

This contract is contingent upon the award and receipt of funds from the New Jersey Department of Children and Families, Division of Family and Community Partnerships for the Abuse and Neglect Prevention and In-Home Family Preservation Services Grant.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall

be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP-012-043, and Contractor's responsive proposal, which are incorporated in their entirety by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-043, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor

union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative

Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall

fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or

damage resulting from acts occurring prior to termination.

10. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. SET-OFF. Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. METHODS OF WORK. Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. NONWAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. CHANGES. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order

changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-012-043 issued by the County of Gloucester and Contractor's responsive proposal, which are incorporated in their entirety by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-043, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-012-043 and Contractor's responsive proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 22nd day of August, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBINS' NEST, INC.

DR. ANTHONY N. DIFABIO, PSYD.
EXECUTIVE DIRECTOR



E2

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

To: Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: August 17, 2012
Re: Request for Proposals, Competitive Contracting:
RFP 12-043 Prevention Services,



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.853.8504

purchasing@co.gloucester.nj.us

www.co.gloucester.nj.us

The potential contracts for the above mentioned service for the Gloucester County Department of Human Services, Outside Agency funding were procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*.

The Gloucester County Department of Human Services Allocations Committee consisted of Chairperson Robert Bamford from the Gloucester County Health Department, Jere Hoffner from the G.C. United Way and Dan Angelucci from the G.C. Department of Economic Development.

All committee are familiar with the allocations process and the services to be provided. Prior to the beginning of the meeting, all members declared that they had no conflict of interest regarding any proposal received as defined by N.J.S.A. 40A:9-22.1 et seq. 2.1 et seq.

On June 22, 2012 the specifications for RFP 12-043 were advertised. On July 17, 2012 requests for proposal were opened. The County received four (4) proposals.

After the review, committee members scored the vendors as based on the specifications. These scores were then tabulated into the chart referenced below indicating total points awarded.

The Committee recommends that the award of contract be awarded to the following vendor for their services:

RFP#012-043 PREVENTION SERVICES

Robin's Nest Inc.
2012 Funding Recommendation \$300,000.00

**PROPOSAL CONTAINS ALL REQUIRED CHECKLIST
INFORMATION:**

ALL VENDORS SUBMITTED ALL REQUIRED DOCUMENTATION AS
REQUIRED. ANY VENDORS NOT SUBMITTING REQUIRED
DOCUMENTS WOULD BE DISQUALIFIED FROM THE PROCESS.

SUMMARY OF SCORES:

Prevention Services

a. Center for Family Services Inc.

The Committee found the proposal complete and scored an
average of 250 points out of 300 possible.

b. The Arc Gloucester

The Committee found the proposal complete and scored an
average of 258 points out of 300 possible.

c Robin's Nest Inc.

The Committee found the proposal complete and scored an
average of 295 points out of 300 possible.

d. SODAT of NJ, Inc.

The Committee found the proposal complete and scored an
average of 199 points out of 300 possible. There were no other
bids for the service.

F1

RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) VEHICLE FOR USE BY THE COUNTY PROSECUTOR'S OFFICE, FOR A TOTAL CONTRACT AMOUNT OF \$20,157.00

WHEREAS, the County Prosecutor's Office has the need for one (1) vehicle; and

WHEREAS, the one (1) vehicle, which meet the Prosecutor's Office requirements, is available from a reputable motor vehicle dealer for purchase for the total contract price of \$20,157.00; and

WHEREAS, the contract for said vehicles may be entered into without public advertising for bids pursuant to N.J.S.A. 40A:11-5(1)(g); and

WHEREAS, the contract with the dealer may therefore be entered into without public advertising for bids; and

WHEREAS, the contract shall be for a total contract amount of \$20,157.00 awarded pursuant to N.J.S.A. 40A:11-5; and

WHEREAS, the County Purchasing Agent has certified the availability of funds in the amount of \$20,157.00, pursuant to CAF #12-07168, of which \$19,000.00 shall be charged against budget line item 2-01-26-315-001-20610 and \$1,157.00 shall be charged against budget line item T-03-08-529-275-20610, for a total amount of \$20,157.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board hereby authorize the purchase of one (1) vehicle, for a total contract amount of \$20,157.00, for use by the County Prosecutor's Office.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 22, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F2

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS
NECESSARY TO APPLY TO THE STATE OF NEW JERSEY FOR A 2012
BODY ARMOR REPLACEMENT PROGRAM GRANT IN AN AMOUNT
TO BE DETERMINED**

WHEREAS, the County of Gloucester through the Gloucester County Department of Corrections, wishes to apply for and obtain funding in an amount to be determined to purchase Point Blank C-Series Corrections Spike 1 Vests and/or Protech Corrections' Ballistic/Spike 1 Stab AJ Carrier with Soft Trauma Plate; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

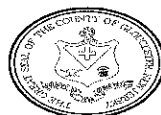
WHEREAS, the Gloucester County Department of Correctional Services reviewed all data supplied or to be supplied in the application and in its attachments , and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Department of Correctional Services has submitted the grant application to the Department of Human Services for review and said agency has approved application, and the Board of Chosen Freeholders of the County of Gloucester understand and agrees that any grant received as a result of the application will be subject to grant conditions and other policies, regulations and rules issued by the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute any and all documents to apply to the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice for the 2012 Body Armor Replacement Program Grant; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be requires.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 22, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK



F2

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Jodi Doman

DEPARTMENT: Correctional Services


GRANT TITLE: 2012 State Body Armor Replacement

DATE: August 9, 2012

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed
Grant has been reviewed and meets the standard requirements

REVIEWED BY: 

REVIEWED BY: 

Grants Coordinator

FREEHOLDER MEETING: August 22, 2012

New Jersey Relay Service – 711
Gloucester County Relay Service
(TTY/TTD) – (856)848-6616

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 7-27-12

1. TYPE OF GRANT

NEW GRANT

~~XXX~~ RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER _____

2. GRANT TITLE: 2012 State Body Armor Replacement Fund

3. GRANT TERM: FROM: 8-16-10 TO: 3-19-14

4. COUNTY DEPARTMENT: Correctional Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Jodi Doman - 384-4612

6. NAME OF FUNDING AGENCY: State of NJ, Dept of Law + Public Safety
Division of Criminal Justice

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Apply for grant money to be used to replace vests for GEDs that are outdated 5 years or older and to assure all vests are not damaged.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"):

NAME	AMOUNT	NAME	AMOUNT
<u>N/A</u>			

9. TOTAL SALARY CHARGED TO GRANT: \$ 0

10. INDIRECT COST (IC) RATE: _____%

11. IC CHARGED TO GRANT \$ _____

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____%

13. DATE APPLICATION DUE TO GRANTOR 8-17-12

Agency Information	
Agency Id	647
DCJ Tracking Number	13873
Treasury Location Code	99
Tax ID	21-600-0660
Agency Name	Gloucester County Department of Correctional Services
Agency Type	Jail
County	Gloucester
Municipality	GLOUCESTER
Address	PO Box 689, 70 Hunter st
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-4612
Fax Number	(856) 384-4634

Agency Contact Information	
Name	Mrs Jodi A. Doman
Title	Clerk
Email Address	jbruno@co.gloucester.nj.us
Address	po box 689
City, State, ZIP	woodbury, nj 08096
Phone Number	(856) 384-4612
Fax Number	(856) 384-4643